

# DEPARTMENT OF VETERANS AFFAIRS



**OFFICE OF CONSTRUCTION & FACILITIES MANAGEMENT  
811 VERMONT AVE, NW ROOM 569  
WASHINGTON, DC 20420**

**JAMES A. HALEY VETERANS' HOSPITAL  
TAMPA, FLORIDA**



**5 NORTH POLYTRAUMA RENOVATION  
Request For Proposal VA-101-10-RP-0120  
Project Number 673CA3342**

## **CONTRACTING OFFICER**

**Robert Capers  
Tel: (202) 461-8484  
Fax: (202) 565-4595**

## **CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)**

**Mike Tixier, Senior Resident Engineer  
Tel: (813) 613-4042**

**ISSUED DATE  
AUGUST 15, 2010**

**PRE-BID CONFERENCE  
AUGUST 26, 2010**

**RFP DUE DATE  
SEPTEMBER 14, 2010**

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<b>SOLICITATION, OFFER, AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NO. <b>RFP</b> <b>VA-101-10-RP-0120</b>	2. TYPE OF SOLICITATION <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED <b>08-15-2010</b>	PAGE OF PAGES
IMPORTANT — The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST	6. PROJECT NO. <b>673CA3342</b>		
7. ISSUED BY CODE <b>CONTRACTING OFFICER</b> <b>OFFICE OF CONSTRUCTION AND</b> <b>FACILITIES MANAGEMENT (00CFM3B1)</b> <b>811 VERMONT AVE, NW ROOM 569</b> <b>WASHINGTON, D.C. 20420</b>		ADDRESS OFFER TO <b>SAME AS BLOCK 7</b>		
9. FOR INFORMATION CALL:	A. NAME <b>ROBERT CAPERS</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202)461-8484</b>		
<b>SOLICITATION</b>				
NOTE: In advertised solicitations "offer and offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):				
<p>Contractor shall completely prepare site for building operations, including demolition and other items as indicated herein. The Contractor shall furnish all necessary equipment, labor, materials, temporary equipment and items, tools, specialty services, supervision, and perform work for Project No. 673CA3342 at the James A. Haley Veterans' Hospital located in Tampa, Florida, as required by drawings and specifications. Complete all work within 300 calendar days from the notice to proceed.</p> <p style="text-align: center;"><b>JAMES A. HALEY VETERANS' HOSPITAL 5 NORTH POLYTRAUMA RENOVATION</b></p> <p style="text-align: center;">This procurement is a Service-Disable Veteran-Owned Small Business (SDVOSB) set-aside. NAICS: 236220 Size Standard \$33.5 Million</p> <p><b>PROPOSAL ITEMS</b>  <b>CLIN 001: GENERAL CONSTRUCTION</b>  <b>CLIN 002 - 005: AS DESCRIBED IN THE GENERAL REQUIRMENTS SECTION 01 00 00 AND PAGE 3</b>  <b>NOTE:</b> The work must be completed within <b>300 days</b> from the Notice to Proceed.</p> <p style="text-align: center;"><b>COST RANGE: \$1,000,000.00 to \$5,000,000.00</b></p> <p><b>AWARD POLICY:</b> The offerors shall submit a proposal for CLINs 001 - 005. The government intends to award a single contract to the offeror submitting a proposal that is determined to be most advantageous to the government based upon best value in accordance FAR Part 15; Lowest Price, Technically Acceptable Offer.</p>				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>300</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10__.)				
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS <b>10</b>	
13. ADDITIONAL SOLICITATION REQUIREMENTS:				
<p>A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00 PM</u> (hour) local time <u>09/14/2010</u> (date). If this is an advertised solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.</p> <p>B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.</p> <p>C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.</p> <p>D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will be considered non-responsive and will be rejected.</p>				

**OFFER** (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NO. (Include area code)				
DUNS NUMBER _____					16. REMITTANCE ADDRESS (Include only if different than Item 14)				
C O D E					FACILITY CODE				
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)									
AMOUNTS				***COMPLETE PRICES ON CONTINUATION PAGE 3***					
18. The offeror agrees (a) to carry out this offer if the Government accepts it by signing Item 31B within the time specified in Item 13D, and (b) to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation — give number and date of each)									
AMENDMENT No.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE				20C. OFFER DATE
AWARD (To be completed by Government)									
21 ITEMS ACCEPTED:									
22. AMOUNT					23. ACCOUNTING AND APPROPRIATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)					ITEM	25. NEGOTIATED PURSUANT TO <input type="checkbox"/> 10 USC 2304(a) ( ) <input type="checkbox"/> 41 USC 252(c) ( )			
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY				
Department of Veterans Affairs (00CFM3B1) Office of Construction and Facilities Management 811 Vermont Avenue, NW Room 569 Washington, D.C. 20420					Department of Veterans Affairs FMS-VA-2(101) Financial Services Center P.O. Box 149971 Austin, TX 78714-9971				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	



## **BID ITEMS AND DEDUCT ALTERNATES CLIN 001 - 005**

**CLIN 001: (GENERAL CONSTRUCTION):** Provide all necessary equipment, labor, materials, specialty services, supervision, and tools to complete **Project No. 673CA3342, Interim Polytrauma Renovation, 5-North**. Work includes complete renovation of 5-north, demolition of all partitions, ceilings, and MEP down to the existing structural beams under level IV asbestos abatement. Exterior construction consists of window replacement. Interior construction consists of new wall partitions, flooring, and ceilings. MEP work consists of installing a new air handler, duct work, medical gasses, plumbing, fire alarm and electrical work. The bed wing will be fully sprinklered and connected to the existing fire protection system. Nurse call system, telecommunications and data rough-in is included. The new space is in compliance with the Uniform Federal Accessibility Standards (UFAS) and PG-18-13 in all areas, and certain other items of work required by the drawings and specifications.

**CLIN 002: (Deduct Alternate #1):** Delete exterior window replacement.

**CLIN 003: (Deduct Alternate #2):** Delete electric switchable glazing at Staff Workroom (replace with tempered glazing) and at Patient Rooms (replace with tempered glazing with colored interlayer).

**CLIN 004: (Deduct Alternate #3):** Delete wall mounted flat screen televisions.

**CLIN 005: (Deduct Alternate #4):** Delete modular furniture system and decorative resin panel at standard patient rooms.

In Lieu of STANDARD FORM 1442 (AUTOMATED) CONTINUATION OF BLOCK 17  
(INSERT PRICES)

<b>BID ITEMS</b>		<b>EXPRESSED AMOUNT (\$)</b>	<b>WRITTEN AMOUNT</b>
<b>CLIN 001</b>	<b>BASE BID</b>	\$	
<b>CLIN 002</b>	<b>Deduct Alternate #1</b>	\$	
<b>CLIN 003</b>	<b>Deduct Alternate #2</b>	\$	
<b>CLIN 004</b>	<b>Deduct Alternate #3</b>	\$	
<b>CLIN 005</b>	<b>Deduct Alternate #4</b>	\$	
<b>TOTAL (including deduct alternates)</b>		\$	

The Offerors shall submit a proposal for CLINs 001 - 005. The Government intends to award a single contract for CLIN 001 (Base Bid), less Deduct Alternate No. 1; or less Deduct Alternates 1 & 2; or less Deduct Alternates 1, 2 & 3 or less Deduct Alternates 1, 2, 3 & 4. Deduct Alternate items will be taken in descending order, which may be necessary to stay within the funds available at the time of award.

**NOTE: The work must be completed within 300 days from the Notice to Proceed.**

The Government intends to award to the offeror submitting a proposal that is determined to be most advantageous to the Government based on best value in accordance with FAR Part 15, lowest price technically acceptable proposal.

Failure to provide a price for any Bid Item or Deduct Alternate will render the proposal non-responsive.

Bid Items are explained in Section 01 00 00 GENERAL REQUIREMENTS.

**INFORMATION REGARDING BIDDING MATERIAL, OFFER GUARANTEE AND BONDS**

(a) This procurement is a Service-Disable Veteran-Owned Small Business (SDVOSB) set-aside. All procurement materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting a proposal to the Department of Veterans Affairs. Prospective Offerors must obtain copies of solicitation documents from FedBizOpps, which will be available on or about August 15, 2010. By registering at FedBizOpps (<http://www.fedbizopps.gov>) the Offerors will have access to downloading plans, specifications and amendments, which will be available only in Adobe PDF electronic format. The SDVOSB must be registered in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> prior to award and must also be registered as a SDVOSB firm at the VetBiz Vendor Information Pages at <http://www.vip.vetbiz.gov>. By registering for the Register to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. There will be no public opening of the proposals received as a result of this solicitation.

(b) One set of drawings and specifications may be obtained by Builders Exchanges, Chambers of Commerce, Quantity Surveyors, trade and microfilming organizations.

(c) A bid guarantee is required in an amount not less than 20 percent of the offer price but shall not exceed \$3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for this solicitation, will require rejection of the proposal in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

(d) If the contract will exceed \$100,000 (see FAR 28.102-1 for lesser amount), the offer to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of SF 25 and 25A may be obtained upon application to the issuing office.

(e) Cost Range: Between \$1,000,000.00 and \$5,000,000.00

(f) Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposal should be submitted initially on the most favorable terms. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.

END OF SECTION

**INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO  
BIDDERS/OFFERORS**

**A. PART I - GENERAL**

**A1. Gender:** Whenever the masculine gender is used in this solicitation and contract documents, it shall be considered to include feminine.

**A2.** The Government makes no guarantee as to the accuracy of the electronic copies of drawings. The hard copy .pdf drawings provided by the Project Manager shall take precedence over electronic drawings.

**A3.** Federal Acquisition Regulations require that federal contractors register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and enter all mandatory information into the system. **Award cannot be made until the contractor has registered.** Offerors are encouraged to ensure that they are registered in CCR prior to submitting their proposal. In addition, Offerors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database.

**A4.** Mailing List: Offerors are encouraged to enter their information in the FedBizOpps website at [www.fedbizopps.gov](http://www.fedbizopps.gov).

**A5.** Amendments: Amendments to Solicitation No. **VA-101-09-RP-0120** will be posted at <http://www.fedbizopps.gov>. Paper copies of the amendments will NOT be individually mailed. By registering to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your proposal being considered non-responsive.

**A6.** A public bid opening will not occur under this RFP solicitation.

**A7. Pre-Proposal Conference:** A Pre-proposal conference will be held on August 26, 2010, at 9:00AM Central time at Bldg 38, SCI middle dining room, Ground floor, within the James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Boulevard, Tampa, Florida, 33612.

A site visit will be conducted immediately following the pre-proposal conference. The offerors shall submit questions to the Contracting Officer but not later than August 31, 2010, at 4:30 pm Eastern time to Gregory Sabater at [Gregory.M.Sabater@va.gov](mailto:Gregory.M.Sabater@va.gov), Michael Tixier at [Mike.Tixier1@va.gov](mailto:Mike.Tixier1@va.gov) and cc: [Robert.Capers2@va.gov](mailto:Robert.Capers2@va.gov). The government will respond to all questions not later than September 3, 2010, via an amendment on FedBizOpps.

**In the subject line of any e-Mail sent, identify:**  
TAMPA VETERANS' HOSPITAL VA-101-10-RP-0120

**A.8. Joint Venture and Teaming Arrangements for Service-Disabled Veteran-Owned Small Businesses (See Attachment IL 049-06-4).**

(a). A joint venture is defined as two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profits and losses. The joint venture is generally for one specific contract only, rather than for a continuing business relationship, such as a strategic alliance or partnership. A joint venture is a separate legal entity, must have a separate DUNS number, and must be separately registered in the Central Contract Registration (CCR). A teaming arrangement that does not constitute a partnership or a joint venture does not create a separate legal entity. A contractor team that consists of a prime contractor and subcontractors must submit a bid or offer in the name of the SDVOSB as the prime contractor to qualify for award under an SDVOSB set-aside, and the SDVOSB prime contractor must perform at least the minimum amount of work required by the FAR Clause 52.219-27.

(b). To qualify as a joint venture under the SDVOSB program, each party to the joint venture must be a small business and one of the parties, the managing participant, must be an SDVOSB. Further determination of whether or not the joint venture, as an entity, qualifies as a small business depends on the dollar value of the proposed contract.

**(c). VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside**

(a) *Definition.* In accordance with 38 U.S.C. § 8127, for the Department of Veterans Affairs, “Service-Disabled Veteran-Owned Small Business concern”—

(1) Means a small business concern—

(i) Not less than 51percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses) (38 U.S.C. §§8127(h) and

(k)(2)(A)(i)); and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veteran (or eligible surviving spouse) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran (38 U.S.C. §§8127(h) and(k)(2)(A)(ii)); and

(iii) The business meets federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document (38 U.S.C. §8127(k)(1)); and

(iv) The business is listed in the VetBiz.gov Vendor Information Pages, (<http://www.VetBiz.gov>).

(2) “Service-disabled veteran” means a veteran, as defined in 38U.S.C.101(2), with a disability that is service-connected, as defined in 38U.S.C.101(16).

(3) “Surviving Spouse” is an individual as defined in 38 U.S.C. § 101(3).

(b) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that, in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other service-disabled

veteran-owned small business concerns; or (4) Construction by special trade contractors, at least 25percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation; and

(4) The joint venture meets the requirements of 13CFR125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

#### **A9. PARTNERING**

(a) In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, done right the first time, within the budget and on schedule.

(b) This partnership will be totally voluntary. The focus of partnering is to build cooperative relationships with the private sector and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. Partnering is defined as the creation of a relationship between the owner and contractor that promotes mutual and beneficial goals. It is a non-contractual, but formally structured agreement between the parties. The ultimate goal is the elimination of the "us" versus "them" thinking, and formation of a "we" mentality for the benefit of the project.

(c) Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

**A10. VETS 100:** Title 38, USC Section 4212(d) and Public Law 105-339, requires that federal contractors report, at least annually, the number and category of veterans who are within their workforce. Submission of the VETS 100 reporting information can be done electronically at: **<http://www.dol.gov/vets/programs/fcp/main.htm>**. **For procurement awards in excess of \$25,000, this report must be completed and accepted prior to any Federal contract award.** Therefore, all potential contractors are encouraged to file every year.

#### **A11. Required registration with contractor performance system (CPS)**

(a)

As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluations contractor past performance on all contracts that exceed \$100,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement, VA uses an online database, the Contractor performance System (CPS) which is maintained by the National

Institutes of Health (NIH). The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

(b)

Each contractor whose contract award is estimated to exceed \$100,000 is required to register with the CPARS database at the following web address: <http://www.cpars.csd.disa.mil/>. Help in registering can be obtained by contacting the CPARS / FAPIIS Customer Support Desk ([webpmsmh@navy.mil](mailto:webpmsmh@navy.mil)) or by calling (207) 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

(c)

For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and reassign the report to the VA contracting officer.

(d)

Failure to have a current registration with the CPARS database, or to reassign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

#### **A12. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Mr. Mike Tixier

Address: James A. Haley Veterans' Hospital  
13000 Bruce B. Downs Boulevard  
Tampa, Florida, 33612  
Telephone: 815-423-9958 or by e-mail [Mike.Tixier1@va.gov](mailto:Mike.Tixier1@va.gov)

(End of Provision)

#### **A13. Proposal Submission:**

a. **Documents required:** The proposals shall be submitted to the Contracting Officer by the due date and time as specified on the SF 1442 at the address as indicated below. The proposals shall be **spiral bound** into volumes (Volume I – Technical and Volume II – Cost) with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. The volumes shall be submitted in response to this solicitation. **Volume I** shall consist of the Technical Proposal and **Volume II** shall consist of the signed SF-1442, Price (continuation price page 4) acknowledgment of

amendments, Representations and Certifications, and bid guarantee. *As a courtesy, e-Mail a copy of the Volume I and II to Robert.Capers2@va.gov and the subject line should read "TAMPA VETERANS' HOSPITAL--(insert your company name)."*

b. All transmittal envelopes or other packaging shall be clearly marked with the solicitation number, offeror(s) name and return address.

c. All proposals should be mailed by fastest traceable means (i.e. FedEx, UPS, Airborne Express, etc) to avoid delays by USPS package irradiation treatment procedure in Washington, DC.

d. The offeror shall submit one (1) sealed original offer and four (4) copies of their proposal to the office of Mr. Robert Capers, Contracting Officer, Department of Veterans Affairs, Office of Construction & Facilities Management by the date and time shown on the SF 1442.

**Postal Address:**

Department of Veterans Affairs  
Office Construction & Facilities Mgt  
Attn: Robert Capers  
810 Vermont Avenue, NW (00CFM3B1)  
Washington, DC 20420

**Courier (FedEx)/Hand Carried Address:**

Department of Veterans Affairs  
Office Construction & Facilities Mgt  
Attn: Robert Capers (Room 569)  
811 Vermont Avenue NW (00CFM3B1)  
Suite 569, Lafayette  
Washington, DC 20005

**A14. Selection Criteria and weightings**

Proposals will be evaluated and the Government intends to award a single contract to the offeror submitting a proposal that is determined to be most advantageous to the Government based on best value in accordance FAR Part 15; award will be made on the basis of the lowest price, technically acceptable offeror (with basis on its realism and acceptability to the Government).

1. Technical factors are all of equal importance and will be evaluated on the basis of Construction Management, Past Performance, Personnel Experience, Project Organizational Chart and Narrative. To be determined technically acceptable, the offeror must be technically acceptable in each of the areas identified. Responsibility determination will be made in accordance with FAR Part 9.1.

2. Technical Evaluation - All technical factors are of equal importance. Technical proposal will be determined as acceptable or unacceptable.

**A. Construction Management:** Corporate Project Experience – The Offeror shall demonstrate corporate experience with no less than three projects completed within the last five years of contracts similar in size and scope to this project (e.g. Healthcare facilities, Polytrauma or Trauma Hospitals).

**B. Past Performance:** This factor will be evaluated on the basis of corporate project experience with construction projects consisting of Polytrauma, or Trauma Hospital, Hospital or clinical space. Sub-factors are of equal importance.

a) Polytrauma or Trauma Hospitals or Clinic Construction Experience

b) Hospital Construction Experience.

c) Projects of similar size scope and complexity.

d) Documentation of client satisfaction letters, commendation letters, and awards received on relevant projects.

In describing project experience, provide the following information:



- 1) Project title, location, summarized project scope, and contracting method (design-build, design bid construct, CM at risk etc).
- 2) Project owner and name and telephone number of owner's contact person.
- 3) Project Statistics including start and completion dates (original vs. actual); square footage; number of levels; and any awards received.

**C. Personnel Experience:** This factor will be evaluated on the basis of personnel experience. The Offeror shall demonstrate the relevant experience of their proposed project manager, QA/QC manager, and construction superintendent through a biographical narrative.

**D. Project Organizational Chart and Narrative:** Provide a brief narrative of all consultants and all proposed major subcontractors, including phone numbers, addresses, name of contacts, years of experience, size and scope of relevant projects, and other pertinent information as the Offeror sees fit. The subcontractors shall meet or exceed the following minimum requirements:

- The asbestos abatement subcontractor shall have at least 5 years experience.
- The mechanical, plumbing and medical gas subcontractors shall have at least 5 years experience in healthcare projects.
- The electrical subcontractor shall have at least 5 years experience in healthcare projects.
- The controls subcontractor shall have at least 5 years experience.
- Fire Protection subcontractor shall have at least 5 years experience

Each subcontractor shall provide a statement of their company's current workload and availability of staff and resources to adequately manage and execute the project.

## **B. PART II - PROPOSAL REQUIREMENTS**

**B1.** The offeror shall submit one (1) sealed original offer and four (4) copies of the proposal to the office of Mr. Robert Capers, Contracting Officer, Department of Veterans Affairs, Office of Construction & Facilities Management by the date and time shown on the SF 1442.

**Postal Address:**

**Courier (FedEx)/Hand Carried Address:**

Department of Veterans Affairs Office Construction & Facilities Mgt Attn: Robert Capers 810 Vermont Avenue, NW (00CFM3B1) Washington, DC 20420	Department of Veterans Affairs Office Construction & Facilities Mgt Attn: Robert Capers (Room 569) 811 Vermont Avenue NW (00CFM3B1) Suite 569, Lafayette Washington, DC 20005
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**B2.** Technical and Cost sections of the Offers proposals will be evaluated independently. Offeror shall separately bind each section. Each section must therefore be labeled with the Offeror's organization, business address, and VA Project Number. Offerors shall affix their names and return addresses on their envelope/packaging.

- a) **Volume I TECHNICAL PROPOSAL** shall consist of the Technical proposal
- b) **Volume II COST PROPOSAL** shall consist of the signed SF-1442, Price (continuation price page 4) acknowledgment of amendments, Representations and Certifications and bid guarantee
- c) **As a courtesy** e-mail a copy of the Volume I and II to [Robert.Capers2@va.gov](mailto:Robert.Capers2@va.gov) and

the subject line should read "Tampa Veterans' Hospital – (insert your company name)."

### **B3. TECHNICAL PROPOSAL REQUIREMENTS**

The Technical Proposal will be divided into three sections: A) Construction Management, B) Past Performance; C) Personnel Experience and D) Project Organizational Chart and Narrative.

**A. Construction Management:** Corporate Project Experience – The Offeror shall demonstrate corporate experience with no less than three projects completed within the last five years of contracts similar in size and scope to this project (e.g. Healthcare facilities, Polytrauma or Trauma Hospitals).

**B. Past Performance:** This factor will be evaluated on the basis of corporate project experience with construction projects consisting of Polytrauma, or Trauma Hospital, Hospital or clinical space. Sub-factors are of equal importance.

- a) Polytrauma or Trauma Hospitals or Clinic Construction Experience
- b) Hospital Construction Experience.
- c) Projects of similar size scope and complexity.
- d) Documentation of client satisfaction letters, commendation letters, and awards received on relevant projects.

In describing project experience, provide the following information:

- 1) Project title, location, summarized project scope, and contracting method (design-build, design bid construct, CM at risk etc).
- 2) Project owner and name and telephone number of owner's contact person.
- 3) Project Statistics including start and completion dates (original vs. actual); square footage; number of levels; and any awards received.

**C. Project Personnel Experience:** (Specialized experience and technical competence). This factor will be evaluated on the basis of personnel experience. The Offeror shall demonstrate the relevant experience of their proposed project manager, QA/QC manager, and construction superintendent through a biographical narrative. The Offeror shall demonstrate the relevant experience of key project personnel through a biographical narrative. At a minimum, the Offeror shall provide information on their proposed project manager, construction manager, and construction superintendent. Information shall include:

Name of individual.

Company employed by.

Company position title.

Years with the company.

Describe work experience with projects that were cemeteries, golf courses or similar projects and the company (by name) they worked for when involved in the project.

An indication of which (if any) projects submitted under Corporate Experience (above) the individual participated in and what the individuals responsibility was for that project.

An indication of which other individuals submitted under Project Personnel Experience this individual has worked with and the project they worked on together, noting if that project has been submitted under Corporate Experience (above).

Position that the individual will hold in regard to this contract/project team, description of duties and what percentage of the individual's time would be committed to the project during the construction phases.

Describe job related educational experience including degrees, certificates etc and granting institutions.

- 1) All requests of the contractor to substitute any key personnel, subcontractor, or consultant that were included in its proposal at the time of award shall be made in writing to the contracting officer in accordance with paragraph (2) below.
- 2) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the contracting officer. Proposed substitutions shall have comparable qualifications, as determined by the contracting officer, to those of the individuals or firms being replaced. It is within the sole discretion of the contracting officer to approve or deny a proposed substitution.
- 3) The contractor shall not make any substitutions before it receives written consent from the contracting officer approving the substitution. The contract price will not be adjusted for any substitution made pursuant to this clause.

**D. Project Organizational Chart and Narrative:** Provide a brief narrative of all consultants and all proposed major subcontractors, including phone numbers, addresses, name of contacts, years of experience, size and scope of relevant projects, and other pertinent information as the Offeror sees fit. The subcontractors shall meet or exceed the following minimum requirements:

- The asbestos abatement subcontractor shall have at least 5 years experience.
- The mechanical, plumbing and medical gas subcontractors shall have at least 5 years experience in healthcare projects.
- The electrical subcontractor shall have at least 5 years experience in healthcare projects.
- The controls subcontractor shall have at least 5 years experience.
- Fire Protection subcontractor shall have at least 5 years experience

Each subcontractor shall provide a statement of their company's current workload and availability of staff and resources to adequately manage and execute the project.

END OF SECTION

**INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO  
BIDDERS/OFFERORS - CONTINUED**

**2.1 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

**2.2 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

**2.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
19.6 %	6.9 %

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice

form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

State of Florida  
County of Hillsborough  
City of Tampa

(End of Provision)

#### **2.4 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and

bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **twenty percent** of the bid price or **\$3,000,000.00**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Clause)

## **2.5 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert Capers

Hand-Carried Address:

Department of Veterans Affairs  
Office of Construction and  
Facilities Management (00CFM3B1)  
811 Vermont AVE, NW  
Washington DC 20420

Mailing Address:

Department of Veterans Affairs  
Office of Construction and  
Facilities Management (00CFM3B1)  
811 Vermont AVE, NW  
Washington DC 20420

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**2.6 VAAR 852.228-72 Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.**

As prescribed in 828.306, insert the following clause:

**ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)**

Prime contractors are encouraged to assist service-disabled veteran-owned and veteran-owned small business potential subcontractors in obtaining bonding, when required. Mentor firms are encouraged to assist protégé firms under VA's Mentor-Protégé Program in obtaining acceptable bid, payment, and performance bonds, when required, as a prime contractor under a solicitation or contract and in obtaining any required bonds under subcontracts.

(End of Clause)

**2.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

**2.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

**2.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

**2.10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUNE 2007)**

(a) Definition. In accordance with 38 U.S.C. 8127, for the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses) (38 U.S.C. 8127(h) and (k)(2)(A)(i)); and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veteran (or eligible surviving spouse) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran (38 U.S.C. 8127(h) and (k)(2)(A)(ii)); and

(iii) The business meets federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document (38 U.S.C. 8127(k)(1)); and

(iv) The business is listed in the VetBiz.gov Vendor Information Pages, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).



(3) "Surviving Spouse" is an individual as defined in 38 U.S.C. 101(3).

(b) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that, in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if-

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation; and

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under

this program.

**2.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

## REPRESENTATIONS AND CERTIFICATIONS

### 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220 Other Heavy and Civil Engineering Construction.**

(2) The small business size standard is **\$33,500,000.00.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies

to solicitations that--

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[ ](i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

[ ](ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

[ ](iii) 52.219-22, Small Disadvantaged Business Status.

[ ](A) Basic.

[ ](B) Alternate I.

[ ](iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ](v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[ ](vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[ ](vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[ ](viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

[ ](ix) 52.227-6, Royalty Information.

[ ](A) Basic.

[ ](B) Alternate I.

[ ](x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.  
(End of Provision)

### **3.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

## GENERAL CONDITIONS

### **4.1 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

### **4.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **300 CALENDAR DAYS**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by date TBD. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

### **4.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the



Contractor shall pay liquidated damages to the Government in the amount of **\$1,000.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

#### **4.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

#### **4.5 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE II (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be

granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(End of Provision)

#### **4.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 237990 assigned to contract number To Be Determined.

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

#### **4.7 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

##### **Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

#### **4.8 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or



debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

#### **4.9 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

(a) Definition. As used in this clause--

"Energy-efficient product"--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at <http://www.energystar.gov/products>; and

(2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html) (End of Clause)

#### **4.10 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired--

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(End of Clause)

#### **4.11 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS (FEB 2009) ALTERNATE I (MAY 2002)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

#### **4.12 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007) ALTERNATE I (DEC 2007)**

(a) Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(b) This patent indemnification shall not apply to the following items:

**NONE.**

(End of Clause)

#### **4.13 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

#### **4.14 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employer's liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

#### **4.15 52.244-2 SUBCONTRACTS (JUNE 2007)**

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or

pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NONE

(End of Clause)

#### **4.16 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising

in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

#### **4.17 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

#### **4.18 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:



(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

#### **4.19 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)**

If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

#### **4.20 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

As prescribed in 819.7009, insert the following clause:

##### **VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

#### **4.21 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)**

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

#### **4.22 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)**

The clause entitled "Specifications and Drawings for Construction" in FAR 52.236-21 is supplemented as follows:

(a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.

(b) Large scale drawings supersede small scale drawings.

(c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.

(d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

#### **4.23 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)**

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

#### **4.24 VAAR 852.236-76 CORRESPONDENCE (APR 1984)**

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

#### **4.25 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)**

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

#### **4.26 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)**

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

#### **4.27 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)**

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of

employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

#### **4.28 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984) ALTERNATE I (JUL 2002)**

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproductions) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the contracting officer to be incompetent or otherwise objectionable.

(End of Clause)

#### **4.29 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002)**

The clause entitled "Payments under Fixed-Price Construction Contracts" in FAR 52.232-5 is implemented as follows:

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where the performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure either to meet schedules in Section Network Analysis System (NAS), or to process the Interim Arrow Diagram/Complete Project Arrow Diagram;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of costs in accordance with the requirements of Section Network Analysis System (NAS) to the contracting officer for approval within 90 calendar days after date of receipt of notice to proceed. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed.

(1) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit his/her original estimate sheets or other information to substantiate the detailed makeup of the cost schedule.

(2) The total costs of all activities shall equal the contract price.

(3) Insurance and similar items shall be prorated and included in each activity cost of the critical path method (CPM) network.

(4) The CPM network shall include a separate cost loaded activity for adjusting and testing of the systems listed below. The percentages listed below will be used to determine the cost of adjust and test activities and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed.

(5) Payment for adjust and test activities will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

#### VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system.....	10
Incinerators (medical waste and trash).....	5
Sewage treatment plant equipment.....	5
Water treatment plant equipment.....	5
Washers (dish, cage, glass, etc.).....	5
Sterilizing equipment.....	5
Water distilling equipment.....	5
Prefab temperature rooms (cold, constant temperature).....	5
Entire air-conditioning system (Specified under 600 Sections).....	5
Entire boiler plant system (specified under 700 Sections) .....	5
General supply conveyors .....	10
Food service conveyors .....	10
Pneumatic soiled linen and trash system .....	10

Elevators and dumbwaiters .....	10
Materials transport system .....	10
Engine-generator system .....	5
Primary switchgear .....	5
Secondary switchgear .....	5
Fire alarm system .....	5
Nurse call system .....	5
Intercom system .....	5
Radio system .....	5
TV (entertainment) system .....	5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the



contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

#### **4.30 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)**

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

#### **ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE**

A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

B. Updated Schedules and Updating Procedures

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

(2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

- Actual start and completion dates for activities started and/or completed during the reporting period.
- VA issued changes to the original contract requirements that change the contractor's original sequence of work.
- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

(End of Clause)

#### **4.31 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)**

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

#### **4.32 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)**

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

#### **4.33 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)**

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

#### **4.34 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)**

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with

specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be

allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

#### **4.35 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)**

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

#### **4.36 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)**

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

#### **4.37 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)**

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

#### **4.38 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION-- GUARANTEE PERIOD SERVICES (JAN 2008)**

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed- Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

#### **4.39 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)**

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

<http://checklists.nist.gov>

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

<http://www.iprm.oit.va.gov>

(End of Clause)

#### **4.40 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly

encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

#### **4.41 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

#### **4.42 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR	SEP 2006



	DEBARMENT	
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.211-13	TIME EXTENSION	SEP 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ALTERNATE II (OCT 1997)	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ALTERNATE I (JUL 1995)	JAN 1997

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	SEP 2009
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION	NOV 2006
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2008
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION ALTERNATE I (APR 1984)	NOV 1991
52.236-16	QUANTITY SURVEYS ALTERNATE I (APR 1984)	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984

52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUNE 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION ALTERNATE I (APR 1984)	MAR 1994
52.248-3	VALUE ENGINEERING--CONSTRUCTION	SEP 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	MAY 2004
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**DAVIS-BACON WAGE DETERMINATIONS**

GENERAL DECISION: FL20100117 07/23/2010 FL117

Date: July 23, 2010

General Decision Number: FL20100117 07/23/2010

Superseded General Decision Number: FL20080117

State: Florida

Construction Type: Building

County: Hillsborough County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/09/2010
3	05/21/2010
4	07/23/2010

CARP1000-002 07/01/2008

	Rates	Fringes
MILLWRIGHT.....	\$ 26.93	10.49

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ELEC0915-002 12/01/2009

	Rates	Fringes
ELECTRICIAN		
All building work other than Industrial Work which includes Telephone, Utility Companies, and Water Treatment Plants and also excludes Educational, Theme Park, Hospital Facilities, and all building work under \$200,000 or less.....		
	\$ 22.07	34%+\$0.22
Educational, Theme Park, Hospital Facilities, and all building work under \$200,000 or less, excluding Telephone, Utility Companies and Water Treatment plants.....		
	\$ 19.69	34%+\$0.22

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ENGI0925-003 07/01/2008

	Rates	Fringes
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OPERATOR: Crane

Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...	\$ 23.65	10.23
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.	\$ 24.65	10.23
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....	\$ 25.65	10.23
OPERATOR: Mechanic.....	\$ 23.65	10.23
OPERATOR: Oiler.....	\$ 21.65	10.23
OPERATOR: Boom Truck.....	\$ 23.65	10.23

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\* IRON0397-001 07/01/2010

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 26.67	11.16

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PAIN0088-002 07/01/2008

	Rates	Fringes
PAINTER: Spray Only.....	\$ 16.00	6.85

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PAIN1010-003 07/01/2006

	Rates	Fringes
GLAZIER.....	\$ 20.00	6.65

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PLUM0123-001 05/01/2010

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 23.65	10.55

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SHEE0015-002 07/01/2009

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation Only).....	\$ 21.52	12.49

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SUFL2009-014 05/22/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 13.00	0.00
BRICKLAYER.....	\$ 18.00	0.00
CABINET INSTALLER.....	\$ 17.75	0.00
CARPENTER, Including Formwork (Excluding Acoustical Ceiling, Cabinet Installer, and Drywall Hanging).....	\$ 17.23	4.23
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76	0.00
DRYWALL FINISHER/TAPER.....	\$ 13.00	0.00
DRYWALL HANGER.....	\$ 14.00	0.00
FENCE ERECTOR.....	\$ 7.25	0.19
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 12.23	2.42
LABORER: Concrete Saw.....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 15.12	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 12.31	1.19
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00	0.00
OPERATOR: Blade/Grader, Including Finishing.....	\$ 13.73	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 11.00	0.00
OPERATOR: Bulldozer.....	\$ 15.01	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 13.80	1.79
OPERATOR: Paver.....	\$ 11.69	0.00
OPERATOR: Pump.....	\$ 19.00	0.00

OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER, Including Brush and Roller.....	\$ 15.00	0.00
PIPEFITTER (Excluding HVAC Pipe Installation).....	\$ 17.83	0.00
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 14.39	2.16
ROOFER (Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply and Slate & Tile (Excluding Metal Roof).....	\$ 13.68	0.00
SHEETMETAL WORKER (Excluding HVAC Duct Installation).....	\$ 18.79	3.21
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.75	4.90
TILE SETTER.....	\$ 15.63	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.09	0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the  
classifications listed may be added after award only as  
provided in the labor  
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates  
listed under the  
identifier do not reflect collectively bargained wage and  
fringe benefit  
rates. Other designations indicate unions whose rates have  
been determined  
to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.



3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION 01 00 00  
GENERAL REQUIREMENTS

**1.1 GENERAL INTENTION**

- A. Contractor shall completely prepare site for building operations, including demolition and other items as indicated herein. The Contractor shall furnish all necessary equipment, labor, materials, temporary equipment and items, tools, specialty services, supervision, and perform work for Project No. 673CA3342 at the James A. Haley Veterans Hospital located in Tampa, Florida as required by drawings and specifications.
- B. Visits to the site by Bidders are highly recommended and may be made only by appointment with the Project Manager/Contracting Officer's Technical Representative (COTR), Michael L Tixier at telephone number 813/613-4042. All bids will take into consideration of existing site conditions; it is the responsibility of the contractor to review the entire job site footprint and existing site conditions prior to bid submission.
- C. Offices of HOK, as Architect-Engineers (A/E), will render certain technical services during construction. Such services shall be considered as advisory to the Government and shall not be construed as expressing or implying a contractual act of the Government without affirmations by Contracting Officer or his duly authorized representative.
- D. Before placement and installation of work subject to tests by testing laboratory or other parties retained by Department of Veterans Affairs, the Contractor shall notify the COTR in sufficient time to enable testing laboratory personnel to be present at the site in time for proper taking and testing of specimens and field inspection. Such prior notice shall be not less than seven (7) calendar days, unless otherwise designated by the COTR.
- E. All employees of general contractor and subcontractors shall comply with VA security management program and obtain permission of the VA Police, be identified by project and employer, and restricted from unauthorized access.
- F. Prior to commencing work, general contractor shall provide proof that an OSHA certified "competent person" (CP) [(29 CFR 1926.20(b)(2))] will maintain a presence at the work site whenever the general or subcontractors are present.

**G. Training:**

1. Beginning July 31, 2005, all supervisory type personnel and employees of general contractor and subcontractors shall have the 30-hour OSHA certified Construction Safety course and other relevant competency training, as determined by VA CP with input from the ICRA team.
2. Beginning July 31, 2005, all non-supervisory type personnel and employees of general contractor and subcontractors shall have the 10-hour OSHA certified Construction Safety Course and other relevant competency training, as determined by VA CP with input from the ICRA team.
3. Submit copies of certificates and training records for all such personnel and employees that may be and/or will be on the work site(s) to the COTR and Contracting Officer for approval before the start of any work on-site.

**H. Not Used**

- I. Normal Operation / Construction Hours:** Construction operations at the James A. Haley VA Hospital are 7:00 AM to 4:30 PM, Monday through Friday, with the exception of Federal Holidays. Requests to work beyond normal work hours shall be submitted in writing to the COTR for approval and will include a description of work to be performed. Approval is subject to availability of the COTR, type of work to be performed, and the specific hours requested. Contractors are reminded that patients are generally asleep after 10:00 PM. Approval to work beyond this time will also include an evaluation of the anticipated noise level generated by the contractor. Under no circumstances will the contractor proceed without express, written approval of the COTR.

**1.2 STATEMENT OF BID ITEM(S)**

- A. ITEM I, GENERAL CONSTRUCTION:** Provide all necessary equipment, labor, materials, specialty services, supervision, and tools to complete Project No. 673CA3342, Interim Polytrauma Renovation, 5-North. Work includes complete renovation of 5-north, demolition of all partitions, ceilings, and MEP down to the existing structural beams under level IV asbestos abatement. Exterior construction consists of window replacement. Interior construction consists of new wall partitions, flooring, and ceilings. MEP work consists of installing a new air handler, duct work, medical gasses, plumbing, fire alarm and electrical work. The bed wing will be fully sprinklered and connected to the

existing fire protection system. Nurse call system, telecommunications and data rough-in is included. The new space is in compliance with the Uniform Federal Accessibility Standards (UFAS) and PG-18-13 in all areas, and certain other items of work required by the drawings and specifications. All work is to be completed in **300 calendar days**.

- B. **ITEM II, DEDUCT ALTERNATE NO. 1:** Delete exterior window replacement  
**DEDUCT ALTERNATE NO. 2:** Delete electric switchable glazing at Staff Workroom (replace with tempered glazing) and at Patient Rooms (replace with tempered glazing with colored interlayer).  
**DEDUCT ALTERNATE NO. 3:** Delete wall mounted flat screen TV's  
**DEDUCT ALTERNATE NO. 4:** Delete modular furniture system and decorative resin panel at standard patient rooms.

### 1.3 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR

- A. Additional sets of drawings and specifications may be made by the Contractor, at Contractor's expense, from PDF document copies that can be requested from the COTR.

### 1.4 CONSTRUCTION SECURITY REQUIREMENTS

A. **Security Plan:**

1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project.
2. The General Contractor is responsible for assuring that all sub-contractors working on the project and their employees also comply with these regulations.
3. The General Contractor shall furnish to the COTR lists of employees that will be or may be on the construction site(s). The List shall be on Company letter head that provides all of the company contact information, shall provide the project number and title, locations of work, names of the employees, their titles, their job types, and personal contact numbers (i.e. cell phone). All sub-contractors, vendors and suppliers for the project shall furnish the same listing on their individual company letter heads to the GC whom will provide the lists to the COTR. These lists shall be updated as necessary during the entire duration of the project. These lists may be used to provide a check list record of personnel on-site each day to be provided with the contractors Daily Log reports. These lists may be used to provide a check list record of personnel on-site each day to

be provided to the VA Police Department and their Dispatch Office where normal sign in and sign out occurs.

**B. Security Procedures:**

1. General Contractor's employees shall not enter the project site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site.
2. For working outside the "regular hours" as defined in the contract, The General Contractor shall provide a request for approval 14 calendar days prior to the requested date to the COTR so that security, escort and other appropriate arrangements can be provided for the employees. This notice is separate from any notices required for utility shutdown described later in this section.
3. No photography of VA premises is allowed without written permission of the COTR.
4. VA reserves the right to close down or shut down the project site and order General Contractor's employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the COTR.

**C. Guards:**

1. The General Contractor shall not be required to provide unarmed guards at the project site twenty-four (24) hours a day, seven (7) days a week or after construction hours.
2. Any guard provided shall have communication devices to report events as directed by VA Police.
3. The General Contractor is not required to install equipment for recording guard rounds to ensure systematic checking of the premises.
4. The General Contractor may need to provide a guard as required by the contract drawings and specifications, including specification sections for Asbestos Abatement.

**D. Key Control:**

1. The General Contractor shall provide duplicate keys and lock combinations to the COTR for the purpose of security inspections of every area of project.
2. The General Contractor shall turn over lock cylinders to the COTR for permanent installation. See Section 08 71 00, DOOR HARDWARE and coordinate.

3. Contractor may be issued keys for construction through the COTR.
4. All keys must be turned in at the end of Contract.
5. Any key assigned to the contractor, which is lost or stolen will result in a replacement cost of \$100.00 per key either lost or stolen. Any key either lost or stolen shall be reported to the COTR with a detailed report about the key loss. The contractor shall take a copy of the official police report and make payment to the Agent Cashier before any additional replacement keys are made. Final payment may be withheld and or reduced until all keys are returned or accounted for. A copy of the Police Report and receipt of payment shall be provided to the VA COTR.

**E. Document Control:**

1. Before starting any work, the General Contractor/Sub Contractors shall submit an electronic security memorandum describing the approach to following goals and maintaining confidentiality of "sensitive information".
2. The General Contractor is responsible for safekeeping of all drawings, project manual and other project information. This information shall be shared only with those with a specific need to accomplish the project.
3. Certain documents, sketches, videos or photographs and drawings may be marked "Law Enforcement Sensitive" or "Sensitive Unclassified". Secure such information in separate containers and limit the access to only those who will need it for the project. Return the information to the Contracting Officer upon request.
4. These security documents shall not be removed or transmitted from the project site without the written approval of COTR.
5. All paper waste or electronic media such as CD's and diskettes shall be shredded and destroyed in a manner acceptable to the VA.
6. Notify COTR immediately when there is a loss or compromise of "sensitive information".

**F. Motor Vehicle Restrictions**

1. Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted at least twenty-four (24) hours before the date and time of access. Access shall be restricted to picking up and dropping off materials and supplies.

2. Separate permits shall be issued for General Contractor and its employees for parking in designated areas only.
3. There are no Contractor designated general parking areas. General Contractor parking is at the University Mall. The Patient Shuttle Services provided by the VA can be used on a first come, first served basis.

#### 1.5 FIRE SAFETY

A. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.

1. American Society for Testing and Materials (ASTM):  
E84-2008.....Surface Burning Characteristics of Building  
Materials
2. National Fire Protection Association (NFPA):  
10-2006.....Standard for Portable Fire Extinguishers  
30-2007.....Flammable and Combustible Liquids Code  
51B-2003.....Standard for Fire Prevention During Welding,  
Cutting and Other Hot Work  
70-2007.....National Electrical Code  
241-2004.....Standard for Safeguarding Construction,  
Alteration, and Demolition Operations
3. Occupational Safety and Health Administration (OSHA):  
29 CFR 1926.....Safety and Health Regulations for Construction
4. Hospital Policy Memorandums:  
HPM 138-03.....Safety and Health during Construction  
Activities  
HPM 138-04.....Lockout / Tag-out Program  
HPM 138-15.....Interim Life Safety Measures (ILSM)  
HPM 138-17.....Notification of Fire Alarm Shutdown  
HPM 138-23.....Utility Shutdown Procedures  
HPM 138-24.....Infection Control during Construction and  
Renovation

B. **Fire Safety Plan:** Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COTR and Contracting Officer for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. Prior to any worker

for the contractor or subcontractors beginning work, they shall undergo a safety briefing provided by the general contractor's competent person per OSHA requirements. This briefing shall include information on the construction limits, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, etc. Documentation shall be provided to the COTR that individuals have undergone contractor's safety briefing.

- C. **Site and Building Access:** Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
- D. **Temporary Facilities:** Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6.1 m (20 feet) exposing overall length, separate by 3.0 m (10 feet).
- E. **Temporary Construction Partitions:**
  - 1. Install and maintain temporary construction partitions to provide smoke-tight separations between, construction areas, the areas that are described in phasing requirements, and adjoining areas. Construct partitions of gypsum board or treated plywood (flame spread rating of 25 or less in accordance with ASTM E84) on both sides of fire retardant treated wood or metal steel studs. Extend the partitions through suspended ceilings to floor slab deck or roof. Seal joints and penetrations. At door openings, install Class C, 3/4 hour fire/smoke rated doors with self-closing devices.
  - 2. Install one-hour and/or two-hour fire-rated temporary construction partitions as shown on drawings and/or as indicated in the specification sections to maintain integrity of existing exit stair enclosures, exit passageways, fire-rated enclosures of hazardous areas, horizontal exits, smoke barriers, vertical shafts and openings enclosures.
  - 3. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal penetrations with listed through-penetration fire stop materials in accordance with Section 07 84 00, FIRESTOPPING.
- F. **Temporary Heating and Electrical:** Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.



- G. **Means of Egress:** Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with COTR and Contracting Officer.
- H. **Egress Routes for Construction Workers:** Maintain free and unobstructed egress. Inspect daily. Contractor shall report findings and corrective actions weekly to the COTR.
- I. **Fire Extinguishers:** Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- J. **Flammable and Combustible Liquids:** Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- K. **Standpipes:** Install and extend standpipes up with each floor in accordance with 29 CFR 1926 and NFPA 241. Do not charge wet standpipes subject to freezing until weather protected.
- L. **Sprinklers:** Install, test and activate new automatic sprinklers prior to removing existing sprinklers.
- M. **Existing Fire Protection:** Do not impair automatic sprinklers, smoke and heat detection, and fire alarm systems, except for portions immediately under construction, and temporarily for connections. Provide fire watch for impairments more than four (4) hours in a twenty-four (24) hour period. Request interruptions in accordance with Article 1.6, OPERATIONS AND STORAGE AREAS, and coordinate with COTR. All existing or temporary fire protection systems (fire alarms, sprinklers) located in construction areas shall be tested as coordinated with the medical center. Parameters for the testing and results of any tests performed shall be recorded by the medical center and copies provided to the COTR.
- N. **Smoke Detectors:** Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with COTR. Replace all smoke detection devices in the construction area with heat detection devices for the duration of the project. Prior to final project inspection, smoke detectors shall be reinstalled.
- O. **Hot Work (Burn Permit):** Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with COTR and Contracting Officer. Obtain permits from facility COTR at least seventy-two (72) hours in advance. Designate contractor's responsible project-site fire prevention program manager to permit hot work. See

Appendix C for the proper procedure and forms and Appendix D for the proper safety procedures for hot work.

- P. **Fire Hazard Prevention and Safety Inspections:** Inspect entire construction areas daily. Coordinate with, and report findings and corrective actions daily to COTR. See HPM 138-03.
- Q. **Smoking:** Smoking is prohibited in and adjacent to construction areas inside and outside of existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited, except in designated smoking rest areas.
- R. **Waste:** Dispose of waste and debris in accordance with NFPA 241. Remove from buildings and site daily.
- S. **Construction Operations:** Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.
- T. **Impaired Areas:** If required, submit documentation to the COTR that personnel have been trained in the fire safety aspects of working in areas with impaired structural or compartmentalization features.
- U. **Forms:** Forms for certain Fire Safety items are attached to this specification section.

#### 1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COTR. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COTR and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the COTR, the buildings and utilities may be abandoned and need not be removed.
- C. The Contractor shall, under regulations prescribed by the COTR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COTR. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or

regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

- D. Working space and space available for storing materials shall be as determined by the COTR. The Contractor shall keep ALL work areas, storage areas, staging areas, and access areas and routes clean and neat. The Contractor shall provide sufficient trash containers so there is no debris lying around. The containers shall be emptied at the least daily and trash disposed of by the contractor.
- E. Workmen are subject to rules of the Medical Center applicable to their conduct. All personal automobiles and contractor vehicles shall be parked off-site, as there is no available parking on-site.
- F. Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of construction materials, debris, standing construction equipment and vehicles at all times.
- G. Execute work so as to interfere as little as possible with normal functioning of the Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by COTR where required by limited working space.
  - 1. Do not store materials and equipment in other than assigned areas.
  - 2. Schedule delivery of materials and equipment to immediate construction working areas within buildings in use by Department of Veterans Affairs in quantities sufficient for not more than two (2) work days. Provide unobstructed access to the Medical Center areas required to remain in operation.
  - 3. Where access by the Medical Center personnel to vacated portions of buildings is not required, storage of Contractor's materials and equipment will be permitted subject to fire and safety requirements.
- H. **Utilities Services:** Where necessary to cut existing pipes, electrical wires, conduits, cables, etc., of utility services, or of fire protection systems or communications systems (except telephone), they shall be cut and capped at suitable places where shown; or, in absence

of such indication, where directed by COTR. All such actions shall be coordinated with the Utility Company involved:

1. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Government and not the Contractor.

I. **Phasing:** To insure such executions, Contractor shall furnish the COTR with a schedule of approximate phasing dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. In addition, Contractor shall notify the COTR **twenty-one (21) calendar days in advance** of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such phasing dates to insure accomplishment of this work in successive phases mutually agreeable to the Medical Center Director, COTR and Contractor.

1. The contractor is to submit his phasing schedule in writing to the COTR for review and approval no later than **twenty-one (21) calendar days** after issuance of the Notice to Proceed. This includes utility outages and access closures.
2. All work, such as corridor work, which is outside the main construction area, shall be done on evenings or weekends, so as not to disrupt the normal operations.
4. All renovation activities will take place at a busy Medical Center. The contractor shall not interfere with existing, on-going functions, or normal activity of the hospital. The contractor will provide walk-off mats for dust control, appropriate construction barriers, and keep noise & vibration to a minimum during normal business hours. Contractor shall review Hospital Policy Memorandum (HPM) No. 138-24, "Infection Control During Construction and Renovation" and comply as outlined in this policy. Certain portions of the work will be confined to evenings, and/or weekends, as identified.
5. No work shall start until the preconstruction survey and inspection is completed.
6. The Contractor shall provide a detailed asbestos abatement schedule, if required by the project scope.
7. Any utility service, parking lot, roadway, loading dock, and/or Grounds interruption requests shall be submitted in writing **twenty-**

- one (21) calendar days in advance of the planned interruption. For approval and coordination, see HPM 138-23.
8. Hot Work and other permits will be needed prior to the use of any open flames, cutting operations, grinding operations and welding operations. For approval and coordination, see Appendix C and D.
9. Set up phasing by buildings, wings, floors, or areas in accordance with information received from the Medical Center through the COTR.
- J. **Vacated Buildings:** Building(s) will be vacated by Government in accordance with above phasing beginning immediately after date of receipt of Notice to Proceed and turned over to Contractor.
- K. **Occupied Buildings:** Building(s) will be occupied during performance of work; but immediate areas of alterations will be vacated.
1. Certain areas of Building(s) will be occupied by Medical Center personnel for various periods. Contractor shall take all measures and provide all material necessary for protecting existing equipment and property in affected areas of construction against dust and debris, so that equipment and affected areas to be used in the Medical Centers operations will not be hindered. Contractor shall permit access to Department of Veterans Affairs' personnel and patients through other construction areas which serve as routes of access to such affected areas and equipment. Coordinate alteration work in areas occupied by Department of Veterans Affairs so that Medical Center operations will continue during the construction period.
2. Immediate areas of alterations not mentioned in preceding Subparagraph 1 will be temporarily vacated while alterations are performed.
- L. **Construction Fence:** Before construction operations begin, Contractor shall provide a chain link construction fence, 2.1 m (7 feet) minimum height, around the construction area indicated on the drawings. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 381mm (15 inches). Bottom of fences shall extend to 25mm (1 inch) above grade. Remove the fence when directed by the COTR.
- M. **Buildings and Systems:** When a building is turned over to Contractor, Contractor shall accept entire responsibility therefore.

1. Contractor shall maintain a minimum temperature of 50 degrees F at all times, except as otherwise specified.
2. Contractor shall maintain in operating condition existing fire protection and alarm equipment. In connection with fire alarm equipment, Contractor shall make arrangements for pre-inspection of site with Fire Department or Company (Department of Veterans Affairs or municipal) whichever will be required to respond to an alarm from Contractor's employee or watchman.

N. **Existing Utilities Services:** Maintain existing utility services for the Medical Center at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, steam, gases, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at a main branch or suitable places where shown; or, in absence of such indication, where directed by the COTR.

1. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior written approval of the COTR. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Medical Center Director's prior knowledge and written approval. Refer to specification Sections 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS, 27 05 11 REQUIREMENTS FOR COMMUNICATIONS INSTALLATIONS, and 28 05 11, REQUIREMENTS FOR ELECTRONIC SAFETY AND SECURITY INSTALLATIONS for additional requirements. The attached Live Electrical Work notification form must be used. See Appendix C for the proper procedure and forms and Appendix D for the proper safety procedures to be followed.
2. Contractor shall submit a request to interrupt any such services to the COTR, in writing, **twenty-one (21) calendar days** in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption. See Appendix C for the proper procedure and forms and Appendix D for the proper safety procedures to be followed.

3. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of the Medical Center. Interruption time approved by Medical Center may occur at other than Contractor's normal working hours.
  4. Major interruptions of any system must be requested, in writing, at least **twenty-one (21) calendar days** prior to the desired time and shall be performed as directed by the COTR.
  5. In case of a contract construction emergency, service will be interrupted on approval of the COTR. Such approval will be confirmed in writing as soon as practical. On the next business day, the contractor's Daily Log report shall explain the circumstances causing the emergency and the corrective actions taken.
- O. Not Used
- P. Not Used
- Q. **Coordination of Work:** Coordinate the work for this contract with other construction operations as directed by the COTR. This includes the scheduling of traffic and the use of roadways, as specified in Article 1.16, USE OF ROADWAYS, PARKING LOTS, and GROUNDS.
- R. **Coordination of Construction with Medical Center:** The activities at a Medical Center shall take precedence over construction activities. The Contractor must cooperate and coordinate with the Medical Center, through the COTR, in arranging construction schedule to cause the least possible interference with facility activities on the campus. Construction noise during the events or services shall not disturb the events or service. Trucks and workmen shall not pass through the event or service area during this period:
1. The Contractor is required to discontinue work sufficiently in advance of Easter Sunday, Mother's Day, Father's Day, Memorial Day, Veteran's Day and other Federal holidays to permit clean up of all areas of operation adjacent to existing event or service areas before these dates.
  2. The Medical Center observes the following **Federal Holidays**: New Years Day, Labor Day, Martin Luther King Jr. Day, Columbus Day, Presidents Day, Veterans Day, Memorial Day, Thanksgiving, Independence Day, and Christmas Day.

3. Clean-up shall include the removal of all equipment, tools, materials and debris and leaving the areas in a clean, neat condition.

**S. SIGN-IN/OUT Procedures:**

1. All contractor employees are required to sign in and out at VA Police dispatch located in Building #1, First floor, A-Wing, Room 1A-147, near the Emergency Room Entrance, unless otherwise directed by the COTR. A valid state driver's license or state identification card is mandatory for all employees to have access to this facility. All employees are required to wear the assigned VA badges at all times.
2. If after-hour key service is needed, contact the Hospital Police Dispatch Office at extension 7554. All after hours work shall be coordinated through the Contracting Officer in writing 14 calendar days prior to approval.

**T. REPORTS:**

1. **Daily Logs:** In conjunction with the contractor's daily report, Contractor shall furnish a daily report for each day from the date of Notice to Proceed until Final Acceptance, including those days that no work is performed. The report shall have attached a list of all employees on site that day, however, this does not relieve the Contractor of the responsibility to conduct and report inspections. Daily reports shall be submitted on Form VAF 10-6131, "Daily Log" and hand delivered to the COTR by 9:00 AM the following duty day.
2. **Payrolls:** Contractor shall submit one (1) copy of certified payrolls required by VAAR 852.236-85 - Supplementary Labor Standard Provision. Payrolls shall be submitted to the Contracting Officer no later than Wednesday for the previous week.
3. **Payment Requests:** Monthly payment requests from the contractor will not be processed unless all paperwork is current, including daily reports, asbestos reports, and certified payrolls for the prime and all subs.
4. Not Used
5. Not Used

- U. Material Safety Data Sheets (MSDS): Contractor shall provide five (5) GREEN Loose-leaf binders, permanently labeled "MSDS Sheet for Project ..." with copies of each Material Safety Data Sheets for each and every product, chemical, and other required materials to be used on this project.**



1. Contractor shall comply with all instructions for use.
2. Products will not be used until MSDS sheets are submitted to the COTR.
3. The contractor shall maintain a current binder on the job site at all times, readily available for viewing by the COTR, Contracting Officer, or Safety Officer.
4. At no time shall the Contractor permit sub-contractors to have materials on VA property/station without MSDS sheets.

V. FIRE RETARDANT MATERIALS: All materials used on this project, including temporary barriers, plywood, poly, and other required materials shall be fire retardant. All poly shall be 6 mil. minimum. The semi-permanent construction barriers shall be smoke tight.

#### 1.7 ALTERATIONS

A. **Survey**: Before any work is started, the Contractor shall make a thorough survey with the COTR of buildings, grounds, areas of buildings and grounds in which alterations occur, and areas which are anticipated routes of access. The contractor shall furnish a report which lists any deficiencies noted at that time. This report shall be approved by the VA prior to the start of any work. The inspection shall include a list by rooms and spaces:

1. Existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout affected areas of building(s) and grounds.
2. Existence and conditions of items such as plumbing fixtures and accessories, electrical fixtures, equipment, venetian blinds, shades, etc., required by drawings to be either reused or relocated, or both.
3. Shall note any discrepancies between drawings and existing conditions at site(s).
4. Shall designate areas for working space, materials storage and routes of access to areas within buildings where alterations occur and which have been agreed upon by Contractor, COTR.

B. **Relocated Items**: Any items required by drawings to be either reused or relocated or both, found during this survey to be nonexistent, or in opinion of the COTR to be in such condition that their use is impossible or impractical, shall be furnished and/or replaced by Contractor with new items in accordance with specifications which will be furnished by Government. Provided the contract work is changed by

reason of this subparagraph B, the contract will be modified accordingly, under provisions of clause entitled "DIFFERING SITE CONDITIONS" (FAR 52.236-2) and "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).

- C. **Re-Survey:** Thirty (30) calendar days before expected partial or final inspection date, the Contractor and COTR together shall make a thorough re-survey of the areas of buildings involved. They shall furnish a report on conditions then existing, of resilient flooring, doors, windows, walls and other surfaces as compared with conditions of same as noted in first condition survey report:

1. Re-survey report shall also list any damage caused by Contractor to such flooring and other surfaces, despite protection measures; and, will form basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this contract.

- D. **Protection:** Provide the following protective measures:

1. Wherever existing roof surfaces are disturbed they shall be protected against water infiltration. In case of leaks, they shall be repaired immediately upon discovery.
2. Temporary protection against damage for portions of existing roofs, structures and grounds where work is to be done, materials handled and equipment moved and/or relocated.
3. Protection of interior of existing structures at all times, from damage, dust and weather inclemency. Wherever work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting work, and this protection shall be maintained intact until all work in the area is completed.
4. Once the contractor is notified by the VA of problems or damage to VA property, the contractor shall take immediate corrective action to protect and restore said property. During normal duty hours, corrective action shall be initiated within two (2) hours. After normal duty hours, corrective action shall be initiated within four (4) hours. The Daily Log for that day shall explain the problem(s) and corrective action(s) taken.
5. Dampen debris to keep down dust and provide temporary construction, dust-proof, asbestos containment, smoke rated, and/or fire rated barriers where specified, where indicated on the drawings, and as directed by the COTR. Access doors in barriers shall be hinged and

- secured with locks. Walk-off mats shall be provided at all access doors.
6. Block off all ducts and diffusers to prevent circulation of dust into occupied areas during construction. Provide Negative Air Machines as specified, to maintain negative pressure within the construction area(s).
  7. The contractor shall not allow trash and debris to accumulate on the job site. As a minimum, trash and debris shall be removed once daily, with no flammable materials or trash left on the construction site overnight. All debris shall be removed from the job site in a closed container and disposed of in a proper manner.

#### **1.8 INFECTION PREVENTION MEASURES**

- A. Contractor's shall review Hospital Policy Memorandum (HPM) No. 138-24 "Infection Control during Construction and Renovation" dated November 1, 2008 and comply as outlined in this policy. Certain portions of the work will be confined to evenings, and/or weekends.
- B. Implement the requirements of VAMC's Infection Control Risk Assessment (ICRA) team. ICRA Group may monitor dust in the vicinity of the construction work and require the Contractor to take corrective action immediately if the safe levels are exceeded.
- C. Establish and maintain a dust control program as part of the contractor's infection preventive measures in accordance with the guidelines provided by ICRA Group and as specified here. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to the COTR and Facility ICRA team for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
  1. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the Medical Center.
- D. Medical Center Infection Control personnel shall monitor for airborne disease (e.g. aspergillosis) as appropriate during construction. A baseline of conditions may be established by the Medical Center prior to the start of work and periodically during the construction stage to determine impact of construction activities on indoor air quality. In addition:

1. The COTR and VAMC Infection Control personnel shall review pressure differential monitoring documentation to verify that pressure differentials in the construction zone and in the patient-care rooms are appropriate for their settings. The requirement for negative air pressure in the construction zone shall depend on the location and type of activity. Upon notification, the contractor shall implement corrective measures to restore proper pressure differentials as needed.
  2. In case of any problem, the medical center, along with assistance from the contractor, shall conduct an environmental assessment to find and eliminate the source.
- E. In general, following preventive measures shall be adopted during construction to keep down dust and prevent mold.
1. Dampen debris to keep down dust and provide temporary construction partitions in existing structures where directed by COTR. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction.
  2. Do not perform dust producing tasks within occupied areas without the approval of the COTR. For construction in any areas that will remain jointly occupied by the Medical Center and Contractor's workers, the Contractor shall:
    - a. Provide dust proof, smoke tight, one-hour and/or two-hour fire-rated temporary drywall construction barriers, as required, to completely separate construction from the operational areas of the hospital in order to contain dirt debris and dust. Barriers shall be sealed and made presentable on hospital occupied side. Install a self-closing rated door in a metal frame, commensurate with the partition, to allow worker access. Maintain negative air at all times. A fire retardant polystyrene, 6-mil thick or greater plastic barrier meeting local fire codes may be used where dust control is the only hazard, and an agreement is reached with the COTR, and Medical Center.
    - b. HEPA filtration is required where the exhaust dust may reenter the breathing zone. Contractor shall verify that construction exhaust to exterior is not reintroduced to the medical center through intake vents, or building openings. Install HEPA (High Efficiency Particulate Accumulator) filter vacuum system rated at 98% capture of 0.3 microns including pollen, mold spores and dust

particles. Insure continuous negative air pressures occurring within the work area. HEPA filters should have ASHRAE 85 or other pre-filter to extend the useful life of the HEPA. Provide both primary and secondary filtrations units. Exhaust hoses shall be heavy duty, flexible steel reinforced and exhausted so that dust is not reintroduced to the medical center.

- c. Adhesive Walk-off/Carpet Walk-off Mats, minimum 610mm x 914mm (24" x 36"), shall be used at all interior transitions from the construction area to occupied medical center area. These mats shall be changed as often as required to maintain clean work areas directly outside construction area at all times.
- d. Vacuum and wet mop all transition areas from construction to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration. Maintain surrounding area frequently. Remove debris as they are created. Transport these outside the construction area in containers with tightly fitting lids.
- e. The contractor shall not haul debris through patient-care areas without prior approval of the COTR. When, approved, debris shall be hauled in enclosed dust proof containers or wrapped in plastic and sealed with duct tape. No sharp objects should be allowed to cut through the plastic. Wipe down the exterior of the containers with a damp rag to remove dust. All equipment, tools, material, etc. transported through occupied areas shall be made free from dust and moisture by vacuuming and wipe down.
- f. Using a HEPA vacuum, clean inside the barrier and vacuum ceiling tile prior to replacement. Any ceiling access panels opened for investigation beyond sealed areas shall be sealed immediately when unattended.
- g. There shall be no standing water during construction. This includes water in equipment drip pans and open containers within the construction areas. All accidental spills must be cleaned up and dried within twelve (12) hours. Remove and dispose of porous materials that remain damp for more than seventy-two (72) hours.
- h. At completion, remove construction barriers and ceiling protection carefully, outside of normal work hours. Vacuum and clean all surfaces free of dust after the removal.

**F. Final Cleanup:**

1. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.
2. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.
3. All new air ducts shall be cleaned prior to final inspection.

#### **1.9 DISPOSAL AND RETENTION**

A. Materials and equipment accruing from work removed and from demolition of buildings or structures, or parts thereof, shall be disposed of as follows and/or in accordance with Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT:

1. Reserved items which are to remain property of the Government are identified by attached tags or noted on drawings and/or in specifications as items to be stored. The COTR may also designate items to remain the property of the Government. Items that remain property of the Government shall be removed or dislodged from present locations in such a manner as to prevent damage which would be detrimental to re-installation and reuse. Store such items where directed by COTR.
2. Items not reserved shall become property of the Contractor and be removed by Contractor from the Medical Center, or taken to the Engineering Shop area by the contractor on a case-by-case basis as directed by the COTR.
3. Items of portable equipment and furnishings located in rooms and spaces in which work is to be done under this contract shall remain the property of the Government. When rooms and spaces are vacated by the Department of Veterans Affairs during the alteration period, such items which are NOT required by drawings and specifications to be either relocated or reused will be removed by the Government in advance of work to avoid interfering with Contractor's operation.
4. During above ceiling work, the contractor will have to clear rooms, protect VA property and finishes, and move furnishings as necessary to protect the area and items from dust and debris, in the performance of the work above the ceiling.
5. **PCB Transformers, PCB Capacitors and Other Hazardous Waste:** The Contractor shall be responsible for disposal of the Polychlorinated Biphenyl (PCB) transformers and capacitors and other Hazardous

Waste. The transformers and capacitors and other Hazardous Waste shall be taken out of service and handled in accordance with the procedures of the Environmental Protection Agency (EPA) and the Department of Transportation (DOT) as outlined in Code of Federal Regulation (CFR), Titled 40 and 49 respectively. The EPA's Toxic Substance Control Act (TSCA) Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7 also apply. Upon removal of PCB transformers and capacitors and other Hazardous Waste for disposal, the "originator" copy of the Uniform Hazardous Waste Manifest (EPA Form 8700-22), along with the Uniform Hazardous Waste Manifest Continuation Sheet (EPA Form 8700-22A) shall be returned to the Contracting Officer who will annotate the contract file and transmit the Manifest to the Medical Center's COTR and Contracting Officer.

- a. Copies of the following listed CFR titles may be obtained from the Government Printing Office:
- 40 CFR 261.....Identification and Listing of Hazardous Waste
  - 40 CFR 262.....Standards Applicable to Generators of Hazardous Waste
  - 40 CFR 263.....Standards Applicable to Transporters of Hazardous Waste
  - 40 CFR 761.....PCB Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
  - 49 CFR 172.....Hazardous Material tables and Hazardous Material Communications Regulations
  - 49 CFR 173.....Shippers - General Requirements for Shipments and Packaging
  - 49 CFR 173.....Subpart A General
  - 49 CFR 173.....Subpart B Preparation of Hazardous Material for Transportation
  - 49 CFR 173.....Subpart J Other Regulated Material; Definitions and Preparation
  - TSCA.....Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7

#### **1.10 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably

interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer. The contractor shall replace, at their own expense, items damaged to the satisfaction of the COTR and Contracting Officer.

- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- C. Contractor shall take all measures and provide all materials necessary for protecting and preserving existing equipment and property in affected areas of construction against dust, debris and physical damage, so that equipment and affected areas to be used in Medical Center operations will not be hindered. Contractor shall permit access to VA personnel through construction areas as required for maintenance and normal Medical Center operations.
- D. When the construction area is turned over to Contractor, Contractor shall accept entire responsibility there-of. Contractor shall maintain in operating condition, existing fire protection, exit light circuits, alarm equipment, and other operational originating in, or passing through the construction area. **IT IS VERY IMPORTANT ESSENTIAL AND LIFE SAFETY SYSTEMS BE CONTINUOUSLY MAINTAINED AND NOT INTERRUPTED WITHOUT TWENTY-ONE (21) CALENDAR DAYS PRIOR WRITTEN NOTICE TO THE MEDICAL CENTER.**
- E. Items of equipment and furnishings located in rooms in which work is to be done under this contract shall remain the property of the Government. During the alteration period when rooms and space are vacated by Veterans' Affairs, such items which are not required by drawings and



specifications to be either relocated or reused, will be removed or protected by the Contractor as directed by the COTR.

- F. Refer to Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS, for additional requirements on protecting vegetation, soils and the environment. Refer to Article 1.7, "Alterations", Article 1.11, "Restoration", and Article 1.6, "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.
- G. Refer to FAR clause 52.236-7, "Permits and Responsibilities." A National Pollutant Discharge Elimination System (NPDES) permit is required for projects when the disturbed area on the site one acre or more. The Contractor is considered an "operator" under the permit and has extensive responsibility for compliance with permit requirements. VA will make the permit application available at the (appropriate medical center) office. The apparent low bidder, contractor and affected subcontractors shall furnish all information and certifications that are required to comply with the permit process and permit requirements. Many of the permit requirements will be satisfied by completing construction as shown and specified. Some requirements involve the Contractor's method of operations and operations planning and the Contractor is responsible for employing best management practices. The affected activities often include, but are not limited to the following:
- Designating areas for equipment maintenance and repair;
  - Providing waste receptacles at convenient locations and provide regular collection of wastes;
  - Locating equipment wash down areas on site, and provide appropriate control of wash-waters;
  - Providing protected storage areas for chemicals, paints, solvents, fertilizers, and other potentially toxic materials; and
  - Providing adequately maintained sanitary facilities.

#### **1.11 RESTORATION**

- A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work, and do not disturb any ducts, plumbing, steam, gas, or electric work without approval of the COTR. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COTR before it is

disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

- B. Upon completion of contract, deliver work complete and undamaged. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work.
- C. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone) which are indicated on drawings and which are not scheduled for discontinuance or abandonment.
- D. Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88) and "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

#### **1.12 PHYSICAL DATA**

- A. Data and information furnished or referred to below, in the contract specification sections, on the contract drawings, and/or in other VA furnished documentation is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. The contractor shall be responsible for conducting a thorough site investigation, before bidding, to satisfy themselves as to actual conditions.
- B. Government does not guarantee that other materials will not be encountered nor that proportions, conditions or character of several materials will not vary from those indicated by explorations and investigations. Bidders are expected to examine site of work; and, after investigation, decide for themselves character of materials and make their bids accordingly.

#### **1.13 PROFESSIONAL SURVEYING SERVICES**

A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall

perform services specified herein and in other specification sections. The Contractor shall certify that the land surveyor or civil engineer is not one who is a regular employee of the Contractor, and that the land surveyor or civil engineer has no financial interest in this contract.

#### **1.14 LAYOUT OF WORK**

- A. The Contractor shall lay out the work from Government established base lines and bench marks, indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the COTR. The Contractor shall also be responsible for maintaining and preserving all stakes and other established marks, until authorized to remove them by the COTR. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.
- B. Establish and plainly mark center lines for each building and/or addition to each existing building, and such other lines and grades that are reasonably necessary to properly assure that location, orientation, and elevations established for each such structure and/or addition, are in accordance with lines and elevations shown on contract drawings.
- C. Following completion of general demolition and before any other permanent work is performed, establish and plainly mark, through use of appropriate other means, sufficient additional survey control points or system of points as may be necessary to assure proper alignment, orientation, and elevations of all major features of work. Survey shall include, but not be limited to, location of exterior walls, center lines of columns in directions, major utilities and elevations of floor slabs:
  - 1. Such additional survey control points or system of points thus established shall be checked and certified by a registered civil engineer. Furnish such certification to the COTR before any work

(such as footings, floor slabs, columns, walls, utilities and other major controlling features) is placed.

- D. The Contractor shall perform the surveying and layout work of this and other articles and specifications in accordance with the provisions of Article 1.13, "Professional Surveying Services".

#### **1.15 AS-BUILT DRAWINGS**

- A. The contractor shall maintain two (2) full size sets of as-built (working) drawings which will be kept current during construction of the project, to include all contract changes, modifications and clarifications.
- B. All variations shall be shown in the same general detail as used in the contract drawings. Additional sketches will be required where original detail is changed, site conditions differ, and where required to clarify mark-ups. To insure compliance, as-built drawings shall be made available for COTR review, as often as requested.
- C. Contractor shall deliver two (2) approved completed sets of as-built drawings to the COTR within fifteen (15) calendar days after each completed phase of the project.
- D. Upon completion of the project and before final settlement, Contractor shall deliver two (2) approved completed detailed sets of as-built drawings to the COTR within fifteen (15) calendar days. These drawings shall be in the latest edition of AutoCAD, unless otherwise approved by the COTR; the Medical Center currently utilizes AutoCAD Building Systems 2008. These drawings shall show sizes, materials, connections to existing structures, utilities, building service equipment, circuits, electrical conduit and junction box locations and routes, and other required information.
- E. Not Used
- F. Charts, Graphs and Other Information: Provide four (4) copies of all valve locations for plumbing, mechanical & medical gas valve locations. One chart shall be mounted in the mechanical room location as directed by the COTR. Chart shall be plastic laminate or in suitable picture frame.

#### **1.16 USE OF ROADWAYS, PARKING LOTS AND GROUNDS**

- A. For hauling, use only established public roads. For hauling, use Roads, Parking Lots and Grounds, and such temporary roads which are necessary in the performance of contract work on Medical Center property, when authorized by the COTR. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary

to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.

- B. When new permanent roads are to be a part of this contract, Contractor may construct them immediately for use to facilitate building operations. These roads may be used by all who have business thereon within zone of building operations.
- C. When certain buildings (or parts of certain buildings) are required to be completed in advance of general date of completion, all roads leading thereto must be completed and available for use at time set for completion of such buildings or parts thereof.
- D. To minimize interference of construction activities with the flow of Medical Center Traffic and Parking, comply with the following:
  - 1. Keep roads, walks, entrances to grounds, parking, and occupied areas of buildings, clear of all construction materials, debris, vehicles, and standing equipment.
  - 2. The Warehouse Supervisor shall approve all loading and unloading, and material movements at the north docks.
  - 3. There are NO Contractor designated general parking areas.
  - 4. Methods and scheduling for the cutting, altering, removal and/or blockage of existing roads, walks, entrances, parking lots and grounds must be approved by the COTR prior to any work.
  - 5. The Contractor shall submit a request to interrupt any roadway, parking lot, or loading dock to the Contracting Officer, in writing, twenty-one (21) calendar days in advance of any proposed interruption. The request shall state the reason, areas to be affected, date, exact time of, and approximate duration of such interruption.

#### **1.17 COTR OFFICE**

- A. The COTR's office is physically located north of the Main Campus/Facility in Building #42, second floor.

#### **1.18 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT**

- A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:
  - 1. Permission to use each unit or system must be given in writing by the COTR. If the equipment is not installed and maintained in accordance with the following provisions, the COTR will withdraw permission for use of the equipment.

2. Electrical installations used by the equipment shall be completed in accordance with the drawings and specifications to prevent damage to the equipment and the electrical systems, i.e. transformers, relays, circuit breakers, fuses, conductors, motor controllers and their overload elements shall be properly sized, coordinated and adjusted. Voltage supplied to each item of equipment shall be verified to be correct and it shall be determined that motors are not overloaded. The electrical equipment shall be thoroughly cleaned before using it and again immediately before final inspection including vacuum cleaning and wiping clean interior and exterior surfaces.
  3. Units shall be properly lubricated, balanced, and aligned. Vibrations must be eliminated.
  4. Automatic temperature control systems for preheat coils shall function properly and all safety controls shall function to prevent coil freeze-up damage. ALL controls for the equipment shall be functioning properly to prevent damage to the equipment.
  5. The air filtering system utilized shall be that which is designed for the system when complete, and all filter elements shall be replaced periodically during construction and at completion of construction and prior to testing and balancing of system.
  6. All components of equipment and distribution systems and other auxiliary facilities used in temporary service shall be cleaned prior to use; maintained to prevent corrosion internally and externally during use; and cleaned, maintained and inspected prior to acceptance by the Government. Equipment and distribution systems must be operated as a complete system and be fully maintained by operating personnel.
- B. Prior to final inspection, the equipment or parts used, which show wear and tear beyond normal, shall be replaced with identical replacements at no additional cost to the Government.
- C. This paragraph shall not reduce the requirements of the mechanical and electrical specifications sections.

#### **1.19 TEMPORARY USE OF EXISTING ELEVATORS**

- A. Not Used
- B. Use of existing Medical Center elevators for handling building materials, equipment and Contractor's personnel will be permitted subject to following provisions:

1. Contractor makes all arrangements with the COTR for use of elevators. The COTR will ascertain that elevators are in proper condition. The Contractor may, if approved by the COTR, have exclusive use or daily use of the designated elevator(s), except for Facilities Maintenance & Operations. Personnel for operating elevators will not be provided by the Department of Veterans Affairs.
2. Contractor covers and provides maximum protection of following elevator components:
  - a. Entrance jambs, heads soffits and threshold plates.
  - b. Entrance columns, canopy, return panels and inside surfaces of car enclosure walls.
  - c. Finish flooring.
  - d. All other components.
3. When under exclusive use: Government will accept hoisting ropes of elevator and rope of each speed governor (or appropriate elevator lifting mechanisms) if they are worn under normal operation. However, if these ropes (or appropriate elevator lifting mechanisms) are damaged by action of foreign matter such as sand, lime, grit, stones, etc., during temporary use, they shall be removed and replaced by new hoisting ropes (or appropriate elevator lifting mechanisms).
4. When under exclusive use: If brake lining (or appropriate elevator braking mechanisms) of elevators are excessively worn or damaged during temporary use, they shall be removed and replaced by new brake lining (or appropriate elevator braking mechanisms).
5. When under exclusive use: All parts of main controller, starter, relay panel, selector, etc., worn or damaged during temporary use shall be removed and replaced with new parts, if recommended by elevator inspector after elevator is released by Contractor.
6. Place elevator in condition equal, less normal wear, to that existing at time it was placed in service of Contractor as approved by COTR.

#### **1.20 TEMPORARY TOILETS**

- A. Provide where directed, (for use of all Contractor's workmen) ample temporary sanitary toilet accommodations with suitable sewer and water connections; or, when approved by the COTR, provide suitable dry closets where directed. Keep such places clean and free from flies and

all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

- B. Contractor may have for use of Contractor's workmen, such toilet accommodations as may be assigned to Contractor by the Medical Center's COTR. Contractor shall keep such places clean and be responsible for any damage done thereto by Contractor's workmen. Failure to maintain satisfactory condition in toilets will deprive Contractor of the privilege to use such toilets.

#### **1.21 AVAILABILITY AND USE OF UTILITY SERVICES**

- A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The amount to be paid by the Contractor for chargeable utility services shall be the prevailing rates charged to the Government. The Contractor shall carefully conserve any utilities furnished without charge.
- B. **Temporary Utilities:** The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work and unless otherwise directed by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- C. **Meters:** Contractor shall install meters at Contractor's expense and furnish the Medical Center a monthly record of the Contractor's usage of electricity and other utilities as hereinafter specified.
- D. **Heat:** Furnish temporary heat necessary to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may smoke and damage finished work, will not be permitted. Maintain minimum temperatures as specified for various materials:
1. Obtain heat by connecting to the Medical Center heating distribution system.
    - a. Steam is available at no cost to Contractor. The Contractor may connect to existing systems at their own expense.
- E. **Electricity** (for Construction and Testing): Furnish all temporary electric services.



1. Obtain electricity by connecting to the Medical Center electrical distribution system. The Contractor shall meter and pay for electricity required for electric cranes and hoisting devices, electrical welding devices and any electrical heating devices providing temporary heat. Electricity for all other uses is available at no cost to the Contractor.
- F. **Water** (for Construction and Testing): Furnish temporary water service.
1. Obtain water by connecting to the Medical Center water distribution system. Provide reduced pressure backflow preventer at each connection. Water is available at no cost to the Contractor.
  2. Maintain connections, pipe, fittings and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes will be cause for revocation (at the COTR and Contracting Officer discretion) of use of water from the Medical Center's system.
- G. **Steam**: Furnish steam system for testing required in various sections of specifications.
1. Obtain steam for testing by connecting to the Medical Center steam distribution system. Steam is available at no cost to the Contractor.
  2. Maintain connections, pipe, fittings and fixtures and conserve steam-use so none is wasted. Failure to stop leakage or other waste will be cause for revocation (at the COTR and Contracting Officer discretion), of use of steam from the Medical Center's system.
- H. **Fuel**: Natural gas, LP gas and/or burner fuel oil required for boiler cleaning, normal initial boiler-burner setup and adjusting, and for performing the specified boiler tests will be furnished by the Government. Fuel required for prolonged boiler-burner setup, adjustments, or modifications due to improper design or operation of boiler, burner, or control devices shall be furnished by the Contractor at Contractor's expense.
- I. **Sewer**: Furnish temporary sewer service.
1. Sewer/sanitary waste service may be obtained (site dependent) by connecting to the Medical Center sewer/sanitary waste distribution system. Provide backflow preventer at each connection as required. Provide cleanouts at each connection. Sewer is available at no cost to the Contractor.
  2. Maintain connections, pipe, fittings and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes

will be cause for revocation (at the COTR and Contracting Officer discretion) of use of sewer/sanitary waste from the Medical Center's system.

3. Contractor may need to obtain a storage tank for sewer services and have it pumped out as necessary, at their own expense.

J. **Connections:** ALL connections to and disconnections from existing utility services shall be coordinated per this specification section. Refer to Article 1.6 OPERATIONS AND STORAGE AREAS, paragraphs for Utility Services, Existing Utility Services, Abandoned Lines and others.

#### **1.22 NEW TELEPHONE EQUIPMENT**

The contractor shall coordinate the installation of telephone equipment with work performed by others. This work shall be completed before the building is turned over to VA.

#### **1.23 TESTS / COMMISSIONING**

- A. Pre-test mechanical and electrical equipment and systems and make corrections required for proper operation of such systems before requesting final tests. Final test will not be conducted unless pre-tested. A copy of the testing agency field reports shall be submitted with the Daily Log report for the day the testing was conducted.
- B. Conduct final tests required in various sections of specifications in presence of the COTR and/or an authorized representative of the Contracting Officer. Contractor shall furnish all labor, materials, equipment, instruments, and forms, to conduct and record such tests. A copy of the testing agency field reports shall be submitted with the Daily Log report for the day the testing was conducted.
- C. Mechanical and electrical systems shall be balanced, controlled and coordinated. A system is defined as the entire complex which must be coordinated to work together during normal operation to produce results for which the system is designed. For example, air conditioning supply air is only one part of entire system which provides comfort conditions for a building. Other related components are return air, exhaust air, steam, chilled water, refrigerant, hot water, controls and electricity, etc. Another example of a complex which involves several components of different disciplines is a boiler installation. Efficient and acceptable boiler operation depends upon the coordination and proper

operation of fuel, combustion air, controls, steam, feed-water, condensate and other related components.

- D. All related components as defined above shall be functioning when any system component is tested. Tests shall be completed within a reasonably short period of time during which operating and environmental conditions remain reasonably constant.
- E. Individual test results of any component, where required, will only be accepted when submitted with the test results of related components and of the entire system.

#### 1.24 INSTRUCTIONS

- A. Contractor shall furnish Maintenance and Operating manuals, verbal instructions, video instructions, and computer based instructions when required by the various sections of the specifications and as hereinafter specified.
- B. **Manuals:** Provide Maintenance and Operating manuals (**three [3] copies each**) for each separate piece of equipment and system shall be delivered to the COTR and Contracting Officer coincidental with the delivery of the equipment to the job site. Manuals shall be complete, detailed guides for the maintenance and operation of equipment and system. They shall include complete information necessary for starting, adjusting, programming, maintaining in continuous operation for long periods of time, and dismantling and reassembling of the complete units and sub-assembly components. Manuals shall include an index covering all component parts clearly cross-referenced to diagrams and illustrations. Manuals shall include all wiring diagrams, pipe and tubing diagrams, programming instructions, and other required information to completely maintain and operate each piece of equipment and system. Illustrations shall include "exploded" views showing and identifying each separate item. Emphasis shall be placed on the use of special tools and instruments. The function of each piece of equipment, component, accessory and control shall be clearly and thoroughly explained. All necessary precautions for the operation of the equipment and the reason for each precaution shall be clearly set forth. Manuals must reference the exact model, style and size of the piece of equipment and system being furnished. Manuals referencing equipment similar to but of a different model, style, and size than that furnished will not be accepted.

**C. Instructions:** Provide **four (4) hours of training, two (2) hour sessions [unless otherwise scheduled by the COTR and Contracting Officer]**, for VA Maintenance and Operations personnel for each piece of equipment, each component piece of the equipment, and each system. Contractor shall provide qualified, factory-trained manufacturers' representatives to give detailed instructions to assigned Department of Veterans Affairs personnel in the operation and complete maintenance for each piece of equipment and system. All such training will be at the job site. These requirements are more specifically detailed in the various technical sections. Instructions for different items of equipment that are component parts of a complete system, shall be given in an integrated, progressive manner. All instructors for every piece of component equipment in a system shall be available until instructions for all items included in the system have been completed. This is to assure proper instruction in the operation of inter-related systems. All instruction periods shall be at such times as scheduled by the COTR, the Contracting Officer, and the M&O Supervisor, and shall be considered concluded only when the COTR, the Contracting Officer, and the M&O Supervisor, are satisfied in regard to complete and thorough coverage. The Department of Veterans Affairs reserves the right to request the removal of, and substitution for, any instructor who, in the opinion of the COTR and Contracting Officer, does not demonstrate sufficient qualifications in accordance with requirements for instructors above. Training sessions may be recorded by the VA.

**1.25 GOVERNMENT-FURNISHED PROPERTY**

- A. The Government shall deliver to the Contractor, the Government-furnished property shown on the Schedules and/or drawings.
- B. Equipment furnished by Government to be installed by Contractor will be furnished to Contractor at the Medical Center.
- C. Contractor shall be prepared to receive this equipment from Government and store or place such equipment, as required, not less than 90 calendar days before Completion Date of project.
- D. Storage space for some, but not all, equipment may be provided by the Government and the Contractor shall be prepared to unload and store such equipment therein upon its receipt at the Medical Center. Coordination with the COTR and the Contracting Officer is required.
- E. Notify Contracting Officer in writing, 60 calendar days in advance, of date on which Contractor will be prepared to receive equipment

furnished by Government. Arrangements will then be made by the Government for delivery of equipment.

1. Immediately upon delivery of equipment, Contractor shall arrange for a joint inspection thereof with a representative of the Government. At such time the Contractor shall acknowledge receipt of equipment described, make notations, and immediately furnish the Government representative with a written statement as to its condition or shortages.
  2. Contractor thereafter is responsible for such equipment until such time as acceptance of contract work is made by the Government.
- F. Equipment furnished by the Government will be delivered in a partially assembled (knock down) condition in accordance with existing standard commercial practices, complete with all fittings, fastenings, and appliances necessary for connections to respective services installed under contract. All fittings and appliances (i.e., couplings, ells, tees, nipples, piping, conduits, cables, and the like) necessary to make the connection between the Government furnished equipment item and the utility stub-up shall be furnished and installed by the contractor at no additional cost to the Government.
- G. Completely assemble and install the Government furnished equipment in place ready for proper operation in accordance with specifications and drawings.
- H. Furnish supervision of installation of equipment at construction site by qualified factory trained technicians regularly employed by the equipment manufacturer.

#### **1.26 RELOCATED EQUIPMENT AND ITEMS**

- A. Contractor shall disconnect, dismantle as necessary, remove and reinstall in new location, all existing equipment and items indicated by symbol "R" or otherwise shown on the drawings to be relocated by the Contractor.
- B. Perform relocation of such equipment or items at such times and in such a manner as indicated in the drawings and specifications and/or as directed by the COTR.
- C. Suitably cap existing service lines, such as steam, condensate return, water, drain, gas, air, vacuum and/or electrical, whenever such lines are disconnected from equipment to be relocated. Remove abandoned lines in finished areas and cap as specified herein before under paragraph 1.6.0, "Abandoned Lines".

- D. Provide all mechanical and electrical service connections, fittings, fastenings and any other materials necessary for assembly and installation of relocated equipment; and leave such equipment in proper operating condition.
- E. Contractor shall employ services of an installation engineer, who is an authorized representative of the manufacturer of this equipment to supervise disassembly, assembly and installation of existing equipment and items, required to be relocated.
- F. All service lines such as noted above for relocated equipment shall be in place at point of relocation ready for use before any existing equipment is disconnected. Make relocated existing equipment ready for operation or use immediately after reinstallation.

#### **1.27 STORAGE SPACE FOR DEPARTMENT OF VETERANS AFFAIRS EQUIPMENT**

- A. Contractor shall complete areas and/or rooms to be renovated and coordinate with the COTR and Contracting Officer the use of elevators and areas/rooms for storage of certain materials and equipment by Department of Veterans Affairs.

#### **1.28 CONSTRUCTION SIGN**

- A. Provide a Construction Sign where directed by the COTR and Contracting Officer. All wood members shall be of framing lumber. Cover sign frame with 0.7 mm (24 gage) galvanized sheet steel nailed securely around edges and on all bearings. Provide three 102 x 102 mm (4 inch x 4 inch) posts (or equivalent round posts) set 1219 mm (four feet) into ground. Set bottom of sign level at 914 mm (three feet) above ground and secure to posts with through bolts. Make posts full height of sign. Brace posts with 51 x 102 mm (two x four inch) material as directed.
- B. Paint all surfaces of sign and posts two coats of white gloss paint. Border and letters shall be of black gloss paint, except project title which shall be blue gloss paint.
- C. Maintain signs and remove when directed by the COTR and Contracting Officer.
- D. Provide a Detail Drawing of construction sign showing required legend and other characteristics of sign to the COTR and Contracting Officer for approval. Upon written approval, the contractor will construct and install the construction sign.
- E. Provide two (2) construction signs at each entrance to the construction areas. Signs shall be constructed of a durable material, twelve (12) inches high and thirty (30) inches wide with yellow background and blue Helvetica

lettering two (2) inches high. Letter as shown in the following:

**DANGER - KEEP OUT  
CONSTRUCTION AREA**

**AUTHORIZED PERSONNEL ONLY**

**EXCUSE THE INCONVENIENCE  
WE ARE WORKING TO IMPROVE YOUR FACILITY**

#### **1.29 SAFETY SIGN**

- A. Provide a Safety Sign where directed by COTR and Contracting Officer. Face of sign shall be 19 mm (3/4 inch) thick exterior grade plywood. Provide two 102 mm x 102 mm (four x four inch) posts extending full height of sign and 914 mm (three feet) into ground. Set bottom of sign level at 1219 mm (four feet) above ground.
- B. Paint all surfaces of Safety Sign and posts with one prime coat and two coats of white gloss paint. Letters and design shall be painted with gloss paint of colors noted.
- C. Maintain signs and remove when directed by COTR and Contracting Officer.
- D. Provide a Detail Drawing of construction sign showing required legend and other characteristics of sign to the COTR and Contracting Officer for approval. Upon written approval, the contractor will construct and install the construction sign.
- E. Post the number of accident free days on a daily basis.
- F. Provide all OSHA required Safety Signs where required by OSHA and where directed by COTR and Contracting Officer. These shall be commercially produced.

#### **1.30 CONSTRUCTION DIGITAL IMAGES**

- A. Prior to and During the construction period through completion, furnish Department of Veterans Affairs with 350 views of digital images, including one color print of each view and one Compact Disc (CD) per visit containing those views taken on that visit. Digital views shall be taken of exterior and/or interior as selected and directed by COTR and Contracting Officer. Each view shall be taken with a professional grade camera with minimum size of 6 megapixels (MP) and the images will be a minimum of 2272 x 1704 pixels for the 203 x 254 mm (8 x 10 inch) prints and 2592 x 1944 pixels for the 406 x 508 mm (16 x 20 inch) prints, as per these specifications:

1. Images will be taken at monthly intervals. However, the VA COTR and Contracting Officer may also direct the taking of special digital images at any time prior to completion and acceptance of contract. If the number of trips to the site exceeds an average of one per month of the contract performance period then an adjustment in contract price will be made in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).
  2. In event a greater or lesser number of images than specified above are required by the COTR and Contracting Officer, adjustment in contract price will be made in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88).
- B. Images shall be taken by a commercial photographer and must show distinctly, at as large a scale as possible, all parts of work embraced in the picture.
- C. Prints shall be made on 203 x 254 mm (8 x 10 inch) regular-weight matte archival grade photographic paper and produced by a process with a minimum of 300 pixels per inch (PPI). Prints must be printed using the commercial RA4 process (inkjet prints will not be acceptable). Photographs shall have 203 x 203 mm (8 x 8 inch) full picture print with no margin on three sides and a 51 mm (2 inches) margin on the bottom for pre-typed self-adhesive identity label to be added by the COTR and Contracting Officer. It is required that the prints are professionally processed so the quality will meet or exceed that of the same size print made with a film camera. Prints must be shipped flat to the field offices of the COTR and Contracting Officer.
- D. Images on CD-ROM shall be recorded in JPEG format with a minimum of 24 bit color and no reduction in actual picture size. Compressed size of the file shall be no less than 80% or the original with no loss of information. File names shall contain the date the image was taken, the Project number and a unique sequential identifier. The CD-ROM shall also contain an index of all the images contained therein in either a TXT or Microsoft Word format.
- E. In case any set of prints are not submitted within five calendar days of the date established by the COTR and Contracting Officer for taking thereof, the COTR and Contracting Officer may have such images/photographs taken and cost of same will be deducted from any money due to the Contractor.



**1.31 FINAL ELEVATION DIGITAL IMAGES**

- A. A minimum of four (4) images of each elevation shall be taken with a minimum 6 MP camera, by a professional photographer with different settings to allow the COTR and Contracting Officer to select the image to be printed. All images are provided to the COTR and Contracting Officer on a CD.
- B. Photographs shall be taken upon completion, including landscaping. They shall be taken on a clear sunny day to obtain sufficient detail to show depth and to provide clear, sharp pictures. Pictures shall be 406 mm x 508 mm (16 x 20 inches), printed on regular weight paper, matte finish archival grade photographic paper and produced by a RA4 process from the digital image with a minimum 300 PPI. Identifying data shall be carried on label affixed to back of photograph without damage to photograph and shall be similar to that provided for final construction photographs.

**1.32 HISTORIC PRESERVATION**

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COTR verbally, and then with a written follow up.

**1.33 EQUIPMENT**

- A. The contractor shall coordinate the installation of equipment with work performed by others. This work shall be completed before the building is turned over to VA.
- B. All required programming devices, specialty tools, start-up supplies, one (1) additional set of belts - fuses - etc. per each piece of equipment and other items required by the specification sections and drawings shall be furnished.

**1.34 FINAL PAYMENT**

- A. Final payment under this contract shall be withheld pending receipt of ALL tests, close out documents, all equipment manuals, staff training, specialty tools, start-up supplies, as built drawings and certifications. These tests and certifications shall include: sprinkler certification, fire alarm certification, plumbing system leak tests - to include hot - cold - waste - vents, medical gas certifications, fire/smoke wall certification, vibration analysis of motor driven equipment, motor - shaft - base - pulley alignment certifications, HVAC TAB, Air Handler

control demonstration/training of VA personnel, and other required information, and the return of all keys

#### **1.35 WARRANTY CALLS**

- A. The Government may contact the contractor for warranty services by telephone, fax, e-mail, letter or in person. The Contractor shall respond with actual physical repair activity (labor, equipment, materials, etc.) within three (3) business days of a routine warranty call, within eight (8) hours for emergencies. Please note that emergency calls may occur during other than normal work hours. A representative from the Facilities Management Service will identify the emergency calls.

#### **1.36 ATTACHMENTS**

**A. Appendices:**

1. **Appendix A** - Approved OSHA Training Providers List
2. **Appendix B** - VA Adopted Codes
3. **Appendix C** - Proper Procedures and Forms for all Utility Shutdowns and Live Electrical Work
4. **Appendix D** - Safety and Infection Control Guide

**B. Forms:**

1. **Attachment 1 A / B** - Notification of Impaired Fire Protection by Contractor Personnel
2. **Attachment 2** - Notification of Hot Work Operations by Contractor Personnel (Burn Permit)
3. **Attachment 3** - Hot Work Fire Safety Check List for Operations Area Inspection
4. **Attachment 4** - Construction Fire Safety Check List
5. **Attachment 5** - Notification of M & R Work

**C. Hospital Policy Memoranda**

1. **HPM 138-15** - Interim Life Safety Measures (ILSM)
2. **HPM 138-24** - Infection Control During Construction and Renovation (ICRA)

- - - E N D - - -

## Appendix A

### Approved OSHA Training Providers List

#### Current List of Approved Outreach On-line Training Websites:

##### Construction 10 hour

1. Bright Brains/AdvanceOnline - [www.advanceonline.com](http://www.advanceonline.com) and hosted through:
  - Region X OSHA Training Institute Education Center: [www.regionxoti.org](http://www.regionxoti.org)
  - AGC: <http://agc.advanceonline.com>
  - JJ Keller: [www.keller-itc.com](http://www.keller-itc.com)
2. ClickSafety - [www.clicksafety.com](http://www.clicksafety.com) and hosted through:
  - Keene State College: [www.keene.edu/conted/osha.cfm](http://www.keene.edu/conted/osha.cfm)
3. 360Training - [www.oshacampus.com](http://www.oshacampus.com) and hosted through:
  - Eastern Kentucky University - <http://eku.360training.com>
  - Metropolitan Community Colleges - <http://mcc.360training.com>
  - Red Rocks Community College - <http://rrcc.360training.com>
  - WESTEC OSHA ED Center - <http://westec.360training.com>

##### Construction 30 hour

1. Turner Construction -  
<https://www.turnerknowledge.com/turner/livelink.exe?func=login.channelpartner>
2. ClickSafety - [www.clicksafety.com](http://www.clicksafety.com) and hosted through:
  - Keene State College: [www.keene.edu/conted/osha.cfm](http://www.keene.edu/conted/osha.cfm)

## Appendix B

### VA Adopted Codes

**GENERAL:** VA has adopted the latest editions of the following codes and standards as a minimum for all projects performed in the modernization, alteration, addition, or improvement of its real property and the construction of new structures. VA design Manuals and Master Specifications specify other codes and standards that VA follows on its projects:

- VA Directives, Design Manuals, Master Specifications, VA National CAD Standard Application Guide, and other Guidance on the Technical Information Library (TIL) (<http://www.cfm.va.gov/til/>).
- International Building Code (IBC), including International Mechanical and Plumbing Codes
- NFPA 101, Life Safety Code (see NOTES below)
- NFPA National Fire Codes, with the exception of NFPA 5000 and NFPA 900
- Occupational, Safety and Health Administration (OSHA) Standards.
- VA Seismic Design Requirements, H-18-8
- NFPA 70, National Electrical Code (NEC)
- National Standard Plumbing Code (NSPC)
- Safety Code for Elevators and Escalators, American Society of Mechanical Engineers (ASME) A 17.1.
- ASME Boiler and Pressure Vessel Codes
- ASME Code for Pressure Piping
- Uniform Federal Accessibility Standards (UFAS) including VA Supplement, Barrier Free Design
- Building Code Requirements for Reinforced Concrete, American Concrete Institute and Commentary (ACI 318)
- Manual of Steel Construction, Load and Resistance Factor Design Specifications for Structural Steel Buildings, American Institute of Steel Construction (AISC)
- Energy policy Act of 2005 (EPAAct)
- American Society of Heating and Refrigeration Engineers (ASHRAE) 90.1, Energy Standards for Buildings Except Low-Rise Residential Buildings
- Federal Leadership in High Performance and Sustainable Buildings: Memorandum of Understanding (MOU)
- Executive Order 13423: Strengthening Federal Environmental, Energy, and Transportation Management.

- Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance
- The Provisions for Construction and Safety Signs. Stated in the General Requirements, Section 01 00 00, of the VA Construction Specifications.
- America Society of Heating and Refrigeration Engineers (ASHRAE), Ventilation for Acceptable Indoor Air Quality - ASHRAE Standard 62.1
- Safety Standard for Refrigeration Systems - ASHRAE Standard 15

**Local Codes:** As an agency of the federal government, VA is not subject to local imposition of code enforcement procedures (drawing reviews, building permits, inspections, fees, etc.). VA must function as the Authority Having Jurisdiction (AHJ) and thus has the responsibility to guard public health and safety through enforcing its adopted codes. However, local authorities should be notified about planned projects and given opportunity to review drawings provided that VA does not pay for review or inspection fees.

**NOTES:**

1. NFPA 101 primarily addresses life safety and fire protection features while the IBC addresses a wide range of considerations, including, but not limited to, structural strength, stability, sanitation, adequate light and ventilation, and energy conservation. VA buildings must meet the requirements of NFPA 101 and documents referenced by NFPA 101 in order to comply with the accreditation requirements of The Joint Commission for the Accreditation of Hospitals. Therefore, designs shall comply with the requirements of the latest edition of NFPA 101 and documents referenced therein. Design features not addressed by NFPA 101 or documents referenced therein shall comply with the requirements of the latest edition of the IBC or as otherwise addressed above in this Program Guide. For design features that are addressed by both the IBC as well as NFPA 101 or a document referenced by NFPA 101, the requirements of NFPA 101 or the document referenced by NFPA 101 shall be used exclusively (this applies even if the IBC requirements are different).

**Conflicts between Nationally Recognized Codes and Standards and VA Requirements:** Should a conflict exist between VA requirements and VA adopted nationally recognized codes and standards, the conflict shall be brought to the attention of VA. The resolution of the conflict shall be made by the authority having jurisdiction for VA to ensure a consistency system wide.

## Appendix C

### Proper Procedures and Forms for all Utility Shutdowns and Live Electrical Work

#### GENERAL NARRATIVE OF DOCUMENTATION REQUIREMENTS FOR PLANNED UTILITY SHUTDOWNS

General: All of the following types of work will be documented by the requesting party (contractor or in-house maintenance person) in a file folder fitted with two-hole prong paper fasteners. Fasteners will be attached to the tops of each cover of the file folder. This narrative should be used in conjunction with the Utility Shutdown Flow Chart for a clear understanding of the shutdown process.

#### 1. Planned Utility Shutdown:

In accordance with Hospital Policy Memorandum No. HPM 138-23, June 2007, a request for a utility shutdown must be presented to the Chief, Facilities Management Service (FMS), for evaluation and action to determine whether the shutdown will be classified as routine or major.

- A. A **Draft Utility Shutdown Notice** is initiated by the requesting party and upon completion will be stapled to the outside front-cover of the file folder.
- B. The **Planned Utility Interruption Checklist** will be attached to the inside front-cover using the two-hole prong fastener.
- C. The **Work Plan / Peer Review** form is initiated and attached to the inside back-cover using the two-hole prong fastener.
- D. All **Supporting Documents** will be attached to the inside back-cover of the file folder in reverse chronological order (most recent on top). These documents include, but are not limited to, (1) any required permits (enclosed space, above ceiling, etc.) and approvals, (2) drawings / sketches of work, (3) meeting minutes, (4) coordination with affected services, (5) Mitigation Plan, (6) Contingency Plan, (7) shutdown procedures, and (8) start-up procedures, or as required by the Approving Official (Chief, FMS).

#### 2. Live Electrical Work:

In accordance with VHA Directive 2006-056, any energized electrical work plan must have the prior knowledge and approval of the Medical Center Director (Exception - The Chief, FMS may approve energized electrical work plans for Branch Circuits, from the final overcurrent protecting devices to

the outlets, that do not serve the critical patient care areas, such as Operating Rooms, Critical Care, Intensive Care, Dialysis Units, Isolation Rooms, Catheterization Laboratories, Emergency Rooms, or Supply, Processing, and Distribution (SPD) rooms).

- A. The **Request to Perform Live Electrical Work** (memo to the Hospital Director) is initiated and upon approval will be attached to the inside back-cover using the two-hole prong fastener.
- B. The **Work Plan / Peer Review** form is initiated and attached to the inside back-cover using the two-hole prong fastener.
- C. All **Supporting Documents** will be attached to the inside back-cover of the file folder in reverse chronological order (most recent on top). These documents include, but are not limited to, (1) any required permits (enclosed space, above ceiling, etc.) and approvals, (2) drawings / sketches of work, (3) meeting minutes, and (4) coordination with affected services.

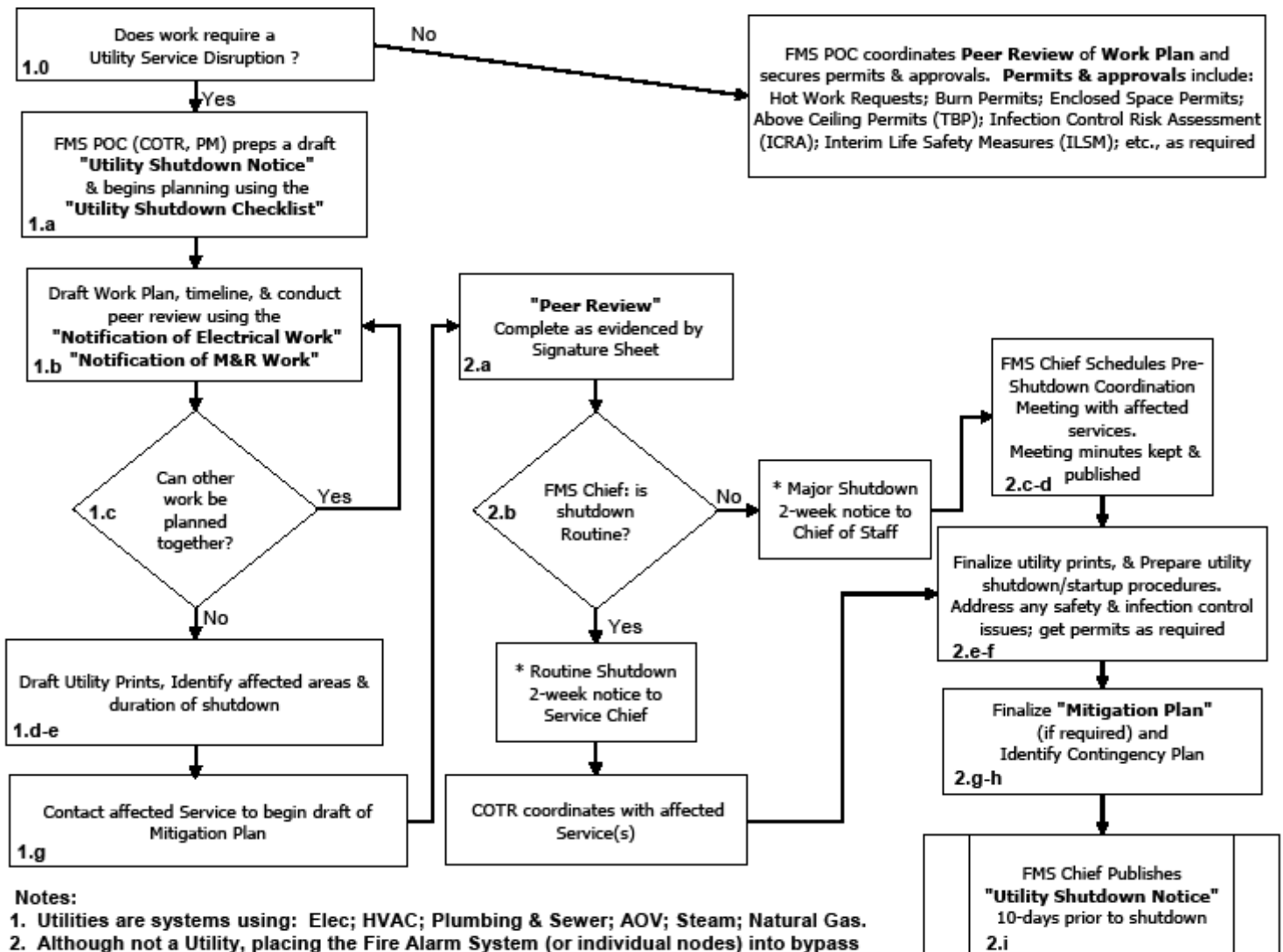
### 3. Hot Work (Burn):

Facilities Management Service Standard Operating Procedures No. 138-05, August 2009, defines Hot Work as operations which include "... cutting, welding, brazing, silver soldering and other processes that utilize an open flame or arc." Please note that although Live Electrical Work is sometimes referred to in the trade as Hot Work, it is not (within the context of this document) since under normal working conditions it will not result in an open flame or arc.

- A. The **Hot Work (Burn) Permit** is initiated and consists of two documents - the Notification of Hot Work Operations by Contractor Personnel (Burn Permit) and the Hot Work Fire Safety Check List for Operations Area Inspection (Attachments 2 & 3). Upon approval it will be posted at the job site until all work has been completed. After completion of work, the documents will be attached to the inside back-cover of the file folder.
- B. The **Work Plan / Peer Review** form is initiated and attached to the inside back-cover using the two-hole prong fastener.
- C. All **Supporting Documents** will be attached to the inside back-cover of the file folder in reverse chronological order (most recent on top). These documents include, but are not limited to, (1) any required permits (enclosed space, above ceiling, etc.) and approvals, (2) drawings / sketches of work, (3) meeting minutes, and (4) coordination with affected services.

The following flowchart is based on the Planned Utility Interruption Checklist included within Appendix C.

### Flowchart - Planned Utility Shutdown





**WORK PLAN REQUEST**

**PROJECT No. & TITLE:** 673-342, 5-North Renovation

**DATE OF WORK:** Su,M,T,W,Th,F,Sa **START TIME:** \_\_\_\_\_ AM/PM

**END TIME:** \_\_\_\_\_ AM/PM **ESTIMATED DURATION OF WORK:** \_\_\_\_\_ HOURS

**LOCATION OF WORK:**

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**DESCRIPTION OF WORK:**

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All maintenance, repair, and construction work must have a written procedure (work plan) prepared by the Contractor / Maintenance person responsible for performing the task. The COTR / Shop Supervisor will coordinate the peer review. This completed form (with supporting documentation) must be forwarded to the Chief, FMS at least 2 ½ weeks before work is planned to begin. Materials, specialty tools and supplies for the shutdown work must be staged for inspection by the COTR 24 hours prior to the shutdown of any utility system.

**PROCEDURE(S):**

**Before:** \_\_\_\_\_

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**During:** \_\_\_\_\_

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**After:** \_\_\_\_\_

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Attachments: \_\_\_\_\_ YES \_\_\_\_\_ NO

NAME(S) OF EMPLOYEE(S) / CONTRACTOR(S) PERFORMING WORK:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR / WORK LEADER SIGNATURE & DATE: \_\_\_\_\_

CONTRACTOR / WORK LEADER NAME (PRINTED): \_\_\_\_\_

**PEER REVIEW**

PROJECT No. & TITLE: 673-342, 5-North Renovation

<u>Name</u>	<u>Signature</u>	<u>Title / Service</u>	<u>Date</u>
		COTR / FMS	
		Elec Supv / FMS	
		AC Supv / FMS	
		Plumb Supv / FMS	
		Controls / FMS	
		M&O Supv / FMS	
		Chief Project / FMS	
		Chief / FMS	

Check all that apply:

\_\_\_\_\_ Notification of Live Electrical Work

\_\_\_\_\_ Enclosed Space Permit  
 \_\_\_\_\_ Burn Permit (Hot Work)  
 \_\_\_\_\_ Safety Review (ILSM)  
 \_\_\_\_\_ Infection Controls Review (ICRA)  
 \_\_\_\_\_ Above Ceiling Permit  
 \_\_\_\_\_ Drawings Enclosed  
 \_\_\_\_\_ Mitigation Plan  
 \_\_\_\_\_ Contingency Plan  
 \_\_\_\_\_ Does the work require a Utility Shutdown?  
 \_\_\_\_\_ Is a Shutdown Coordination Meeting Required?  
 \_\_\_\_\_ Utility Shutdown Notice  
 \_\_\_\_\_ Utility Shutdown & Start Up Procedures  
 \_\_\_\_\_ Planned Utility Shutdown Checklist and Flow Chart

#### PLANNED UTILITY INTERRUPTION CHECKLIST

Project Name: \_\_\_\_\_ Project # \_\_\_\_\_

COTR Name: \_\_\_\_\_ Phone #: (\_\_\_\_\_) \_\_\_\_\_

### 1. Utility Shutdown Request

#	Item	POC	Comments
1.a.	Draft Utility Shutdown Notice	COTR	
1.b.	Work Plan, draft Timeline & Peer review	Contractor / COTR	
1.c.	Other Work Plans (Piggyback work)	M&O / COTR	
1.d.	Utility prints marked with isolation points for valves, equipment	COTR / M&O	
1.e.	Identify affected areas / services	COTR / M&O	
1.f.	Identify duration of shutdown	Contractor / COTR	
1.g.	Draft mitigation plan	COTR / M&O	

### 2. Planning the Shutdown

#	Item	POC	Comments
2.a.	Peer Review complete	COTR	
2.b.	Chief FMS determines "Routine" or "Major" shutdown	Chief FMS	
2.c.	Coordination meetings as applicable		
2.d.	Coordinate with affected areas & services*	COTR / M&O	
2.e.	Prepare utility shutdown and start-up procedures	M&O Shops	
2.f.	Verify & update prints	COTR	
2.g.	Finalize Utility Mitigation Plan	M&O	
2.h.	Identify Contingency Plan	COTR / M&O	
2.i.	Publish Utility Shutdown Notice	COTR	

\*Include respiratory therapy on all AOV-related system modifications.

### 3. Preparation

#	Item	POC	Comments
3.a.	Tag and mark field verified equipment and locations of valves / breakers, switches, etc that disrupt utilities & hospital services*	M&O	
3.b.	Stage work materials, pre-fabricated parts, etc. 24 hours before work is to begin. The COTR is to verify that all materials and tools are present.	Contractor	
3.c.	Stage mitigation supplies & services	M&O	
3.d.	Shutdown folder to CEP, contents include (as applicable): • Final Shutdown Notice	CEP Supervisor	

	<ul style="list-style-type: none"> <li>• Work Plan with Peer review &amp; Timeline</li> <li>• Mitigation Plan</li> <li>• POC Lists with contact information</li> <li>• Shutdown and Start up procedures</li> </ul>		
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\*Includes all sources of stored energy and services such as medical gasses.

#### 4. Execution

#	Item	POC	Comments
4.a.	COTR informs CEP to initiate shutdown	COTR	
4.b	CEP initiates shutdown*; equipment is LOTO as planned	CEP	
4.c	Monitor shutdown and informs all parties when utility / service is secure	CEP	
4.d	Tracks progress via the Work Plan Timeline	CEP / COTR	
4.e	Notifies CEP when work is complete	COTR	
4.f	Initiates start up procedures to return the utility to service	CEP	
4.g	Notifies AOD when facility returns to safe state	CEP	

\*Contact Repertory Therapy POC whenever AOV-related items are affected.

#### 5. Recovery

#	Item	POC	Comments
5.a	Mitigation measures removed; report completion to CEP	CEP / Shops	
5.b	Update Drawings	COTR	
5.c	File Shutdown Folder	Chief, FMS	

Note: Be sure to include the following on this side of 2-Prong Folder. Some elements may be omitted.

1. Notes from Shutdown Meetings / Coordination
2. Mitigation Plan
3. Contingency Plan
4. Shutdown procedures
5. Work Plan / Peer Review
6. Start up procedures

**FACILITIES MANAGEMENT SERVICE - ALERT**

Distributed:

# UTILITY SHUTDOWN NOTICE

UTILITY AREA(S) AFFECTED:	DATE:	ESTIMATED TIME FRAME:

TIME / DURATION:
---------------------

<i>HOW THIS AFFECTS YOU:</i>
<i>REASON FOR SHUTDOWN:</i>

FMS CONTACT PERSON: \_\_\_\_\_ , COTR, at ext., or Cell.

If you have any questions or problems with this date, please notify the contact person(s) above by the close of business one day from the date of this publication. After that date, the closure will proceed as described above. Supervisors, please share with all staff.

Ronald R. Stipp  
Chief, Facilities Management Service

***PLEASE SHARE WITH ALL STAFF***

ENERGIZED (LIVE) ELECTRICAL WORK DIRECTOR MEMO

Date: [Enter Today's Date]  
From: Facilities Management Service (138)  
Subject: Request to Perform Live Electrical Work for the 673-342, 5-North  
Renovation.  
To: Director (00)

1. In accordance with VHA Directive 2006-056 an energized electrical work plan must have the prior knowledge, and approval of the Medical Center Director.

Description of the work being performed, and the circuits impacted by this work:

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2. The start date for this work is \_\_\_\_Day\_\_\_\_, \_\_\_\_Date\_\_\_\_ at \_\_\_\_Time\_\_\_\_. The estimated duration for this work is \_\_\_\_ hours.
3. Any questions or concerns please call [Enter Name of COTR], Project Engineer / COTR, at extension [COTR Number], VA Cell Phone [COTR Number], or e-mail: [Enter COTR email address]@va.gov.

Ronald R. Stipp  
Chief, Facilities Management Service

Approve / Disapprove

---

Stephen M. Lucas, Director (00)

Date

Enclosure: (#)

## Appendix D

### Safety and Infection Control Guide

#### **Required to be Posted on the Construction Site**

**This Safety and Infection Control Guide is for informational purposes only and is not meant to be used in place of the contract.**

#### **General Information and Telephone Numbers:**

- |  |                  |
|--|------------------|
| • CEP                                      | ext. 7080        |
| • Police                                   | ext. 7554        |
| • Safety Office                            | ext. 7292        |
| • Medical Emergency (Non-Life Threatening) | Dial 911         |
| • Medical Emergency (Life Threatening)     | VA ED / Dial 911 |

#### **Fire Safety:**

- Contractors are to provide their own Fire Extinguishers and are required to perform and document that monthly maintenance has been performed.
- All Contractors' staff should be aware of the exits in and around the construction area and keep them clear.
- If an alarm is activated in the construction area, a member of the construction crew should remain available to advise VA staff as to the cause of the alarm (if known) and dial the CEP at extension 7080.
- Permits are required to perform "Hot Work Operations" including cutting, welding, brazing or silver soldering, or any process that utilizes an open flame.

#### **Safety:**

- Ensuring free and unobstructed access to emergency services and for fire, police and other emergency forces.
- Ensuring temporary construction partitions are smoke tight and built of noncombustible or limited combustible materials.



- Any Lock out / Tag out that needs to be done on utilities or equipment in the facility should go through the COTR and VA Maintenance & Operations Supervisor.
- Any penetrations made by Contractors during construction / renovation activities should be sealed (at least temporarily) at the end of the work shift.
- Smoking is not permitted within the Construction site.

The following is the procedure for reporting a fire at the JAH Facility:

**FIRE SAFETY FOR CONTRACTORS**  
(SEGURIDAD CONTRA INCENDIOS PARA CONTRATISTAS)

**CODE RED (FIRE)**

**CODIGO ROJO (FUEGO)**

**R - Rescue** (Rescatar)

**A - Alarm** (Activar la Alarma)



Pull the nearest pull station. (Activar la alarma contra incendios mas cercana.)



Call **1 - 2 - 3** and inform the operator of location. (Marcar en el teléfono el numero 1-2-3 para informar a la operadora la localización del fuego.)

**C - Contain** (Close the door / Isolate the area of fire)  
(Contener) (Cerrar las puertas / Aislar el área del fuego)

**E - Extinguish / Evacuate** (Extinguir / Desalojar)

**Privacy:**

- Patient information found within a construction site should be turned in to the Nurse Manager or COTR.

**Security:**

- ID Badges must be worn at all times while on duty.
- Parking is allowed in designated areas only.

**Infection Control Orientation for Construction Workers**

The dirt and dust that are part of construction activities contain hidden infectious hazards. It is not "just dust". One such hazard is fungal organisms such as *Aspergillus*. *Aspergillus* may be found in decaying leaves and compost, plaster and drywall, standing water, and settled dust. These organisms usually do not cause problems in healthy people, but can cause problems in a hospital with sick patients, especially those with lung problems, or in those with poor immunity, such as transplant or cancer patients. Therefore, it is critical that you do your part to keep everyone in the hospital safe and healthy as possible. We, in turn, will make conditions as safe as possible for you.

**1. Medical Waste:**

- a. Hospital staff will remove any medical waste, including sharp object containers (for used needles and syringes), from construction areas prior to the start of projects.
- b. Please notify your supervisor and the COTR or Resident Engineer immediately if you (contract workers) find any needles, syringes, sharp medical objects or red bag waste left in the construction area.

**2. Barrier Walls:**

- a. Construction areas *must* be kept separate from patient care areas by barriers that keep the dust and dirt inside the worksite.
- b. Walls must provide a complete seal of the construction area from adjacent areas (walls may be rigid or 4 - 6 mil thick plastic).
- c. Any gaps or breaks in barriers must be repaired immediately.

**3. Environmental Control:**

- a. The construction zone and adjacent entry areas shall be maintained daily by the Contractor in a clean and sanitary manner.
- b. Vacuum dirt and dust routinely inside the work area. This will

- minimize dirt tracking on shoes and reduce the dust generation inside the work area. (Sweeping creates more dust in the air).
- c. Debris shall not be hauled through patient care areas unless approved by Infection Control and the COTR or Resident Engineer.
  - d. Demolition debris must be removed in carts with a tightly fitted cover.
  - e. Do not overfill carts so that cover will not fit tightly.
  - f. If 4 - 6 mil plastic is used as cover, no sharp objects shall be allowed to cut through the plastic.
  - g. Wipe down the exterior of the carts with a damp rag to remove dust before taking it through the hospital.
  - h. Debris removal will follow specified traffic patterns and elevator usage.
  - i. Sticky or walk - off mats (minimum of 24 x 36 inches) shall be placed immediately outside the construction area and are changed regularly (i.e., whenever they no longer remove dirt from feet).
  - j. Contractor must ensure that their staff mop any dirt / dust tracking which occurs outside the construction barrier by their workers with a damp mop.
  - k. There shall be no standing water left in the construction area. This includes water in equipment drip pans and any open containers within the construction area.
  - l. All accidental spills must be cleaned up and dried within 12 hours.
  - m. Remove and dispose of porous materials that remain damp for more than 48 hours.
  - n. Optimally, construction-zone air will be exhausted directly to the outside with no potential for re-circulation. If an existing direct exhaust system cannot be located and a tie into re-circulated air system is necessary, a pre-filter and high efficiency filter (95%) will be used prior to exhaust to prevent contamination of the duct. The filters will be changed routinely so that operational performance of unit is maintained.
  - o. Negative air pressure must be maintained within the construction area for all projects that generate a moderate or high level of dust and are adjacent to any patient care or treatment area.
  - p. Contractors working in a sterile or invasive procedure area of the hospital will be provided with a disposable coverall, head cover, and shoe covers that must be worn upon entry and removed after exiting that area.

- q. Tools and equipment must be damp-wiped prior to entry and exit from sterile and invasive procedure areas.
- r. All equipment, tools, material, etc., transported through occupied patient areas shall be made free from dust and moisture by vacuuming and wipe down.
- s. Water mist work surface to control dust when cutting or drilling.
- t. Seal unused doors with duct tape.
- u. Block off and seal air vents in construction area to prevent duct contamination.
- v. Seal holes, pipes, conduits and punctures appropriately.
- w. If demolition chutes are used, they must be sealed when not in use. The chute and damper should be sprayed with water, as necessary, to maintain dust control.
- x. Control, collection and disposal must be provided for any drain liquid or sludge found when demolishing plumbing.
- y. During outside excavation work, exterior window seals may be required to reduce the amount of outside dust entering the building.

**4. Worksite Access Control:**

- a. Use designated entry and exit procedures.
- b. Keep all hospital hallways free of debris and dirt.
- c. No unauthorized personnel should be allowed to enter the construction areas.
- d. Use designated elevators only.

**5. Workers:**

- a. Clothing and shoes must be free of loose soil and debris when exiting the work area.
- b. Use personal protective equipment (masks, face shields, etc.) as indicated for the task at hand.
- c. Hand washing is the best method of reducing the transmission of infection. Always wash your hands with soap and water after visiting the restroom, before eating or smoking, and when leaving the construction site.

Please feel free to call the Infection Control Section at:

(813) 972-2000 extensions 4953 or 6953

Pagers 201-1764 or 201-1228

ATTACHMENT #1 - A

NOTIFICATION OF IMPAIRED FIRE PROTECTION BY CONTRACTOR PERSONNEL

PROJECT No. & TITLE: 673-342, 5-North Renovation

NAME OF FACILITY \_\_\_\_\_

NOTIFIED BY \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

NATURE OF IMPAIRMENT \_\_\_\_\_

PRECAUTIONS TO BE TAKEN \_\_\_\_\_

CLOSED VALVE NO. \_\_\_\_\_ IN BLDG. NO. \_\_\_\_\_ LOCATED IN ROOM \_\_\_\_\_

CONTROLLING \_\_\_\_\_

ON DATE: Su,M,T,W,Th,F,Sa \_\_\_\_\_ @ TIME \_\_\_\_\_ AM/PM

BECAUSE: \_\_\_\_\_

ON DATE: Sn,M,T,W,Th,F,St \_\_\_\_\_ @ TIME \_\_\_\_\_ AM/PM

COTR \_\_\_\_\_ WAS CONTACTED AT (813) 972-2000

ext. \_\_\_\_\_ or (813) \_\_\_\_\_

DATE/TIME SAFETY OFFICER WAS CONTACTED AT EXT. 7598 \_\_\_\_\_

DATE/TIME EGCC OPERATOR/CEP WAS CONTACTED AT EXT. 7080 \_\_\_\_\_

DATE/TIME FIRE DEPARTMENT WAS CONTACTED AT (813) 971-3636 \_\_\_\_\_

DATE/TIME RSFPE WAS CONTACTED AT ( \_\_\_\_\_ ) \_\_\_\_\_

ATTACHMENT #1 - B

NOTIFICATION OF RESTORED FIRE PROTECTION BY CONTRACTOR PERSONNEL

PROJECT No. & TITLE: 673-342, 5-North Renovation

NAME OF FACILITY \_\_\_\_\_

NOTIFIED BY \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

NATURE OF IMPAIRMENT \_\_\_\_\_

AND FULL PROTECTION RESTORED, EXCEPT \_\_\_\_\_

OPENED VALVE NO. \_\_\_\_\_ IN BLDG. NO. \_\_\_\_\_ LOCATED IN ROOM \_\_\_\_\_

CONTROLLING \_\_\_\_\_

ON DATE: Su,M,T,W,Th,F,Sa \_\_\_\_\_ @ TIME \_\_\_\_\_ AM/PM

BECAUSE: \_\_\_\_\_

ON DATE: Su,M,T,W,Th,F,Sa \_\_\_\_\_ @ TIME \_\_\_\_\_ AM/PM

COTR \_\_\_\_\_ WAS CONTACTED AT (813) 972-2000

ext. \_\_\_\_\_ or (813) \_\_\_\_\_

DATE/TIME SAFETY OFFICER WAS CONTACTED AT EXT. 7598 \_\_\_\_\_

DATE/TIME EGCC OPERATOR/CEP WAS CONTACTED AT EXT. 7080 \_\_\_\_\_

DATE/TIME FIRE DEPARTMENT WAS CONTACTED AT (813) 971-3636 \_\_\_\_\_

DATE/TIME RSFPE WAS CONTACTED AT ( \_\_\_\_\_ ) \_\_\_\_\_

ATTACHMENT #2

NOTIFICATION OF HOT WORK OPERATIONS BY CONTRACTOR PERSONNEL (BURN PERMIT)

PROJECT No. & TITLE: 673-342, 5-North Renovation

NAME OF FACILITY \_\_\_\_\_

BUILDING No. & NAME: \_\_\_\_\_

ON FLOORS: \_\_\_\_\_

ON DATE: Su,M,T,W,Th,F,Sa \_\_\_\_\_ @ TIME \_\_\_\_\_AM/PM

WORK TO BE DONE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL PRECAUTIONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF FIRE WATCH PERSON IF APPLICABLE:  
\_\_\_\_\_

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTIFIED BY \_\_\_\_\_

NOTIFIERS SIGNATURE & DATE \_\_\_\_\_

TITLE & PHONE No. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

COTR \_\_\_\_\_

APPROVAL \_\_\_\_\_

COTR SIGNATURE & DATE \_\_\_\_\_

SAFETY STAFF MEMBER \_\_\_\_\_

SAFETY SIGNATURE & DATE \_\_\_\_\_

ATTACHMENT #3

**HOT WORK FIRE SAFETY CHECK LIST FOR OPERATIONS AREA INSPECTION**

PROJECT No. & TITLE: 673-342, 5-North Renovation

DATE: \_\_\_\_\_

\_\_\_\_\_ Floor swept clean of combustibles.  
\_\_\_\_\_ Floors wet down, covered with damp sand, metal or other shields.  
\_\_\_\_\_ Combustibles material or flammable liquids removed from area,  
\_\_\_\_\_ whenever possible.  
\_\_\_\_\_ Combustibles and flammable liquids protected with covers, guards,  
\_\_\_\_\_ or metal shields.  
\_\_\_\_\_ All wall and floor openings covered.  
\_\_\_\_\_ Covers suspended beneath work to collect sparks.

**WORK BEING DONE ON WALLS OR CEILINGS**

\_\_\_\_\_ Ensure wall construction is noncombustible and is without  
\_\_\_\_\_ combustible covering.  
\_\_\_\_\_ Move combustibles away from opposite side of wall.

**WORK BEING DONE ON ENCLOSED EQUIPMENT-(TANKS, DUCTS, ETC.)**

\_\_\_\_\_ Remove all combustibles from enclosures.  
\_\_\_\_\_ Purge containers of flammable vapors. Ensure continuous purge so  
\_\_\_\_\_ no vapors accumulate during work.

**FIRE WATCH**

\_\_\_\_\_ To be provided during and until 30 minutes after operation.  
\_\_\_\_\_ Provided with a 10-pound dry chemical or halon extinguisher and  
\_\_\_\_\_ small hose.  
\_\_\_\_\_ Trained in use of equipment and in sounding fire alarm.

**FINAL CHECK-UP**

\_\_\_\_\_ To be made 30 minutes after completion of any operation unless  
\_\_\_\_\_ fire watch is provided.  
\_\_\_\_\_ Notify Safety Office (extension 7292) when work is complete.  
\_\_\_\_\_ (Contractors - notify COTR)  
\_\_\_\_\_ Notify Graphic Control Center (extension 7080), if any fire zones  
\_\_\_\_\_ were by-passed

HOT WORK LOCATION \_\_\_\_\_

NOTIFIERS SIGNATURE & DATE \_\_\_\_\_

NAME & PHONE No. \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

COTR SIGNATURE & DATE

\_\_\_\_\_



ATTACHMENT #4

CONSTRUCTION FIRE SAFETY CHECK LIST

(For protection of VA property, patients, visitors and personnel)

PROJECT No. & Title: 673-342, 5-North Renovation

DATE: \_\_\_\_\_

**A. FIRE EXTINGUISHERS (OSHA 1926.150[c])**

- \_\_\_\_\_ (1) Extinguisher available within 100 feet. Extinguisher rated not less than 2A.
- \_\_\_\_\_ (2) If flammable liquids or gases present, a fire extinguisher rated not less than 10B within 50 feet.

**B. IGNITION HAZARDS (OSHA 1926.1511[a])**

- \_\_\_\_\_ (1) Internal combustion engines located away from combustibles.
- \_\_\_\_\_ (2) Smoking is prohibited in fire hazard areas (flammables, combustibles).

**C. INDOOR STORAGE (OSHA 1926.151[d])**

- \_\_\_\_\_ (1) Site kept free from accumulation of unnecessary combustibles.
- \_\_\_\_\_ (2) Storage shall not obstruct means of exits.
- \_\_\_\_\_ (3) Clearance maintained around lights and heating units.

**D. FLAMMABLE AND COMBUSTIBLE LIQUIDS (OSHA 1926.152)**

- \_\_\_\_\_ (1) Approved containers.
- \_\_\_\_\_ (2) No storage in areas of exits, stairways or people traffic areas.
- \_\_\_\_\_ (3) Max. 25 gal. In room - otherwise approved storage cabinet.

**E. TEMPORARY HEATING DEVICES (OSHA 1926.154)**

- \_\_\_\_\_ (1) Adequate ventilation for workmen and heater combustion.
- \_\_\_\_\_ (2) Clearance of combustibles from heaters at least 3 feet.
- \_\_\_\_\_ (3) Stability of heater.

**F. SIGNS AND BARRICADES (OSHA 1926.200)**

- \_\_\_\_\_ (1) Danger signs where immediate hazards exist.
- \_\_\_\_\_ (2) Caution signs where potential hazards exist.
- \_\_\_\_\_ (3) Safety instruction signs where necessary.
- \_\_\_\_\_ (4) Barricades where necessary to protect persons from hazards.

**G. WELDING AND CUTTING - HOT WORK PERMIT REQUIRED (NFPA-51B & OSHA 1910.252)**

- \_\_\_\_\_ (1) Inspection of area before permit given.
- \_\_\_\_\_ (2) Distance from combustibles 35 feet.
- \_\_\_\_\_ (3) Fire extinguisher in immediate area.
- \_\_\_\_\_ (4) Wall and floor openings covered.

- \_\_\_\_\_ (5) No flammable liquids present.
- \_\_\_\_\_ (6) Inspection after work.

**H. ELECTRICAL (OSHA 1924.400-2, 1926.302, & NFPA 241-4)**

- \_\_\_\_\_ (1) All temporary wiring grounded and in accordance with National Electric Code (NEC).
- \_\_\_\_\_ (2) Precautions taken to make any open wiring inaccessible to other than authorized personnel.
- \_\_\_\_\_ (3) Temporary light bulb equipped with guards, use heavy duty cords, and not suspended by their cords unless specifically designed for that use.
- \_\_\_\_\_ (4) Runs of open conductors located away from possible damage and fastened at intervals of no greater than 10 feet.
- \_\_\_\_\_ (5) Outlets in construction sites have GFCI or assured equipment grounding.
- \_\_\_\_\_ (6) Extension cords protected from damage. No worn or frayed cables. Not hung from nails or suspended by wire.
- \_\_\_\_\_ (7) Fuses or circuit breaker provided for each feeder or branch circuit.
- \_\_\_\_\_ (8) Electrical powered operated hand tools shall either be of the approved double insulated type or properly grounded.

**I. DEMOLITION (OSHA 1926.850-858 and NFPA 241 - Ch.7)**

- \_\_\_\_\_ (1) Electric, gas water, steam, etc. shut off prior to work.
- \_\_\_\_\_ (2) Any utilities that are necessary to be maintained need protection.
- \_\_\_\_\_ (3) Masonry walls shall not be permitted to fall on floors such that it would exceed the safe carrying capacity of the floor.
- \_\_\_\_\_ (4) Floor openings within 10 feet of any wall being demolished shall be planked solid except when no one below.
- \_\_\_\_\_ (5) The storage of waste material and debris shall not exceed the floor loading limit.
- \_\_\_\_\_ (6) Construction of dust barriers as needed (not OSHA).
- \_\_\_\_\_ (7) Notification of shut off and protect smoke detectors, etc. during day time only (not OSHA). Coordinated with COTR.
- \_\_\_\_\_ (8) Precautions if floors are soaked with oil or flammable liquids, if dust accumulation is present or other combustibles a present and hot work is being performed.
- \_\_\_\_\_ (9) Smoking is prohibited throughout demolition (NFPA 241, 7-4, 2).
- \_\_\_\_\_ (10) Flammable and combustible liquids removed from area.
- \_\_\_\_\_ (11) Water supplies must still be available from fire hydrants in the vicinity of the structure or area.
- \_\_\_\_\_ (12) Asbestos abatement, breakables (i.e., glass) shall be removed prior to demolition.

**J. TEMPORARY BUILDINGS, TRAILERS (NFPA 241, Ch.2)**

- \_\_\_\_\_ (1) Temporary offices, trailers, sheds, etc. of combustible construction at least 30 feet from permanent buildings.
- \_\_\_\_\_ (2) Only safety installed approved heating devices used. Ample clearance around stoves, heaters and chimneys per NFPA 211.

**K. ROOFING OPERATIONS (NFPA 241, Ch.6)**

- \_\_\_\_\_ (1) Asphalt and tar kettles located outside the building or on a noncombustible roof away from combustibles. Kettles must have gravity lids, tight fitting.
- \_\_\_\_\_ (2) Torch applied roofing systems shall be installed using extreme caution. Follow manufacturer's instructions. Caution around roof openings, penetrations or flashings.
- \_\_\_\_\_ (3) Fire extinguisher, 20-B minimum, within 30 feet of roof kettle. At least one extinguisher 2A:20-B:C on the roof being repaired; also one within 30 feet of torch applied roofing equipment.
- \_\_\_\_\_ (4) Fuel containers at least 10 feet away from burner flame.
- \_\_\_\_\_ (5) Notify building occupants who might be affected. Coordinate with C.O.T.R.
- \_\_\_\_\_ (6) Investigate location of supply air intakes. Coordinate shutdowns as necessary with COTR.
- \_\_\_\_\_ (7) Roof edges will be guarded by means of typical roof protection or a safety monitoring system.

**L. EXIT PATHWAYS (NFPA 241, Ch.5; also reference NFPA 101)**

- \_\_\_\_\_ (1) Every building and area will remain accessible to fire department apparatus and personnel. Roadways will be maintained with 20 feet of all buildings.
- \_\_\_\_\_ (2) Adequate egress paths, including stairs and corridors, will be maintained at all times. Exits may only be blocked temporarily if unavoidable and when adequate alternate measures are provided (signage, temporary fire detection, training, etc.) to warn personnel. Coordinate with COTR.

WORK LOCATION \_\_\_\_\_

NOTIFIERS SIGNATURE & DATE \_\_\_\_\_

NAME & PHONE No. \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

COTR SIGNATURE & DATE

\_\_\_\_\_

ATTACHMENT #5

NOTIFICATION OF M & R WORK

PROJECT No. & TITLE: 673-342, 5-North Renovation

DATE OF WORK: Su,M,T,W,Th,F,Sa \_\_\_\_\_ START TIME: \_\_\_\_\_ AM/PM

END TIME: \_\_\_\_\_ AM/PM ESTIMATED DURATION OF WORK: \_\_\_\_\_ HOURS

LOCATION OF WORK:

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DESCRIPTION OF WORK:

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TOOLS & EQUIPMENT TO PERFORM WORK: \_\_\_\_\_

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PERSONNAL PROTECTIVE EQUIPMENT FOR WORK: \_\_\_\_\_

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NAME(S) OF EMPLOYEE(S) PERFORMING WORK:

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SUPERVISOR / WORK LEADER SIGNATURE & DATE: \_\_\_\_\_

SUPERVISOR / WORK LEADER NAME (PRINTED): \_\_\_\_\_

PROCEDURE(S): \_\_\_\_\_

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All maintenance and repair work must have a written procedure prepared by the maintenance person performing the task.

**Before:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**During:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**After:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE AND TIME COTR NOTIFIED:**  
\_\_\_\_\_

**GENERAL CONTRACTOR'S NOTIFYING PERSON:**  
\_\_\_\_\_

**NOTIFYING PERSON'S SIGNATURE:**  
\_\_\_\_\_

**GENERAL CONTRACTOR COMPANY:**  
\_\_\_\_\_

**PHONE NUMBER(S):**  
\_\_\_\_\_

### HPM 138-15: ILSM PROJECT EVALUATION CHECKLIST

Project: \_\_\_\_\_ Building / Location: \_\_\_\_\_

Floor: \_\_\_\_\_ Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_

Duration: \_\_\_\_\_

<u>Question</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Will existing exits be impaired or blocked?			
2. Will existing corridor width be reduced?			
3. Will alternative exits be required?			
4. Will construction area exit routes be needed?			
5. Will patient access to emergency services be impaired?			
6. Will police, fire, or EMS access to emergency services be impaired?			
7. Will fire alarm system be impaired?			
8. Will sprinkler system be impaired?			
9. Will temporary or equivalent systems be needed?			
10. Will temporary smoke-tight construction partitions be needed?			
11. Will additional handheld fire-fighting equipment be needed?			
12. Will personnel training in the use of handheld fire extinguishers be needed?			
13. Will reinforcement of the smoking policy be needed?			
14. Will a reduction in the flammable or combustible fire load be needed?			
15. Will housekeeping or debris removal practices be needed?			
16. Will additional fire drills or fire response training be needed?			
17. Will increased hazard surveillance of building, grounds, or equipment be needed?			
18. Will special attention to excavations, construction storage, or work areas be needed?			
19. Will training to compensate for structural or compartmentation deficiencies be needed?			
20. Will organization training in LSC deficiencies, construction hazards, or ILSM be needed?			

This evaluation is to be completed by the Safety Office together with the COTR / Project Manager before the start of any construction renovation work to ensure that appropriate ILSM are implemented. If you answered "yes" to any of the questions above, complete all ILSM forms as required and as related to the construction project.

Safety Office: \_\_\_\_\_ Date: \_\_\_\_\_

COTR / Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

## INTERIM LIFE SAFETY MEASURES (ILSM) ASSIGNMENT

Project: \_\_\_\_\_ Building / Location: \_\_\_\_\_

Floor: \_\_\_\_\_ Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_

Duration: \_\_\_\_\_

- \_\_\_\_\_ 1. Ensuring free and unobstructed exit access and exits. Staff receives additional trailing / communication when alternative exits are designated. Buildings or areas under construction must maintain escape routes for construction workers at all times. Means of exiting construction are inspected daily.
- \_\_\_\_\_ 2. Ensuring free and unobstructed access to emergency services and for fire, police and other emergency forces.
- \_\_\_\_\_ 3. Ensuring fire alarm, detection, and suppression systems are in good working order. A temporary, but equivalent system shall be provided when any fire system is impaired. Temporary systems must be inspected and tested monthly. Provide fire watch or evacuate buildings in the event that the fire alarm, detection or suppression systems are taken out of service for more than four hours in a 24-hour period.
- \_\_\_\_\_ 4. Ensuring temporary construction partitions are smoke tight and built of noncombustible or limited combustible materials that will not contribute to the development or spread of fire in accordance with Section 01 00 00, General Requirements.
- \_\_\_\_\_ 5. Providing additional fire-fighting equipment and train personnel in its use.
- \_\_\_\_\_ 6. Prohibiting smoking in or adjacent to construction areas.
- \_\_\_\_\_ 7. Developing and enforcing storage, housekeeping, and debris removal practices that reduce the buildings flammable and combustible fire load to the lowest feasible level.
- \_\_\_\_\_ 8. Conducting a minimum of two fire drills per shift per quarter.
- \_\_\_\_\_ 9. Increasing hazard surveillance of buildings, grounds and equipment, with special attention to excavations, construction areas, construction storage, and field offices.
- \_\_\_\_\_ 10. Training personnel to compensate for impaired structural or compartmentation features of fire safety.
- \_\_\_\_\_ 11. Conducting organization wide safety education programs to promote awareness of any LSC deficiencies, construction hazards and these ILSM. Conduct familiarization tours and site visits for local Fire Department, when necessary.

\_\_\_\_\_  
Signature of Safety Office Staff Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of COTR / Project Manager

\_\_\_\_\_  
Date

INTERIM LIFE SAFETY MEASURES (ILSM) FOR BUILDING LIFE SAFETY CODE DEFICIENCIES

Building: \_\_\_\_\_ Floor: \_\_\_\_\_ Room: \_\_\_\_\_

Description of building life safety code deficiency: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PFI ID (If Applicable): \_\_\_\_\_

Corrective Action to be Taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_ 1. Ensuring free and unobstructed exit access and exits. Staff receives additional training when alternative exits are designated. Buildings or areas under construction must maintain escape routes for construction workers at all times. Means of exiting construction are inspected daily.
- \_\_\_\_\_ 2. Ensuring free and unobstructed access to emergency services and for fire, police and other emergency forces.
- \_\_\_\_\_ 3. Ensuring fire alarm, detection, and suppression systems are in good working order. A temporary, but equivalent system shall be provided when any fire system is impaired. Temporary systems must be inspected and tested monthly. Provide fire watch or evacuate buildings in the event that the fire alarm, detection or suppression systems are taken out of service for more than four hours in a 24-hour period.
- \_\_\_\_\_ 4. Ensuring temporary construction partitions are smoke tight and built of noncombustible or limited combustible materials that will not contribute to the development or spread of fire.
- \_\_\_\_\_ 5. Providing additional fire-fighting equipment and train personnel in its use.
- \_\_\_\_\_ 6. Prohibiting smoking in or adjacent to construction areas.
- \_\_\_\_\_ 7. Developing and enforcing storage, housekeeping, and debris removal practices that reduce the buildings flammable and combustible fire load to the lowest feasible level.
- \_\_\_\_\_ 8. Conducting a minimum of two fire drills per shift per quarter.
- \_\_\_\_\_ 9. Increasing hazard surveillance of buildings, grounds and equipment, with special attention to excavations, construction areas, construction storage, and field offices.
- \_\_\_\_\_ 10. Training personnel to compensate for impaired structural or compartmentation features of fire safety.
- \_\_\_\_\_ 11. Conducting organization wide safety education programs to promote awareness of any LSC deficiencies, construction hazards and these ILSM. Conduct familiarization tours and site visits for local Fire Department, when necessary.
- \_\_\_\_\_ 12. Additional measures are not required.

\_\_\_\_\_  
Signature of Safety Office Staff Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of COTR / Project Manager

\_\_\_\_\_  
Date



## DAILY CONSTRUCTION SITE INSPECTION

Date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Project Number: \_\_\_\_\_

<u>Description</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
Contractor acknowledge asbestos in writing			
Adequate barriers in place			
Smoke proof			
Dust proof			
Signage in place			
Applicable codes complied with			
Occupational Safety & Health Administration (OSHA) compliance			
*Interim Life Safety in place			
*Staff trained regarding Interim Life Safety			
*Temporary fire protection in place / fire watch			
Contractors aware of egress routes			
*Increase in fire drills, other training			
All exits clear			
Free access to Emergency Services			
Alternate access for public and emergency use			
Additional fire fighting staff & equipment available			
Smoking is strictly prohibited			
Construction site clean and orderly			
*Hazard surveillance occurring? How often?			
*Staff informed if adjacent areas affected			
Construction site restricted			
*Local authorities aware of Interim Life Safety			
Effective site storage of materials, other			
*Fire zones maintained, staff aware of changes			
Contractor confirms egress routes for staff clear			
Hot work permits are being issued.			
Penetrations through firewalls are properly sealed			

\* **Safety Office:** Complete applicable items as required.

**HPM 138-24: INFECTION CONTROL DURING CONSTRUCTION AND RENOVATION (ICRA)**

**CLASS II PROJECT** = Small scale, short duration activities which create minimal dust.

Date of Project: \_\_\_\_\_ Project Number: \_\_\_\_\_

Location of Project / Brief Description:

\_\_\_\_\_

Name of Employee(s) conducting work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COTR, Resident or Project Engineer, Supervisor, or designated competent person

**PROCEDURES DURING PROJECT:**

1. Provide active means to prevent airborne dust from dispersing into the atmosphere (check one).  
\_\_\_\_\_ Containment booth used.  
\_\_\_\_\_ Enclose work area with fire-rated plastic sheeting from floor to ceiling with at least 2-foot overlapping flaps for access to entry.  
\_\_\_\_\_ Use HEPA vacuum at point of dust generation.
2. Water mist work surfaces to control dust while cutting.
3. Seal unused doors with duct tape.
4. Block off and seal HVAC returns.
5. Place dust mat at entrance and exit of work area. Clean or change routinely, as needed.
6. Remove or isolate HVAC system in areas where work is being performed.
7. Complete the daily infection control inspection log for projects lasting more than one day and report any deviations to Infection Control.

**PROCEDURES UPON PROJECT COMPLETION:**

1. Wipe work surfaces with disinfectant.
2. Contain construction waste before transport in tightly covered containers.
3. Wet mop and / or vacuum with HEPA filtered vacuum before leaving work

area.

4. Remove isolation of HVAC systems in areas where work is being performed.

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Safety Staff Member (date)

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Infection Control (date)

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COTR / Construction Supervisor (date)

**CLASS III PROJECT = Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies.**

Date of Project: \_\_\_\_\_ Project Number: \_\_\_\_\_

Location of Project / Brief Description:

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Name of Employee(s) conducting work:

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COTR, Resident or Project Engineer, Supervisor, or designated competent person

**PROCEDURES DURING PROJECT:**

1. Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system.
2. Complete all critical barriers (i.e. sheetrock, plywood, plastic), to seal the area from the non - work area or implement the control cube method (cart with plastic covering and sealed connection to the work site with HEPA vacuum for vacuuming prior to exit) before construction begins.
3. Maintain negative air pressure within the work site utilizing HEPA equipped air filtration units.
4. Contain construction waste before transport in tightly covered containers.
5. Cover transport receptacles or carts. Tape the covering unless a solid lid is used.

6. Place dust mat at the entrance / exit of the work area. Clean or change routinely, as needed.
7. Complete the daily infection control inspection log for projects lasting more than one day and report any deviations to Infection Control.

**PROCEDURES UPON PROJECT COMPLETION:**

1. Do not remove barriers from work area until completed project is inspected by Safety and Infection Control Sections and thoroughly cleaned by Environmental Management Service.
2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.
3. Vacuum the work area with HEPA filtered vacuums.
4. Wet mop area with disinfectant.
5. Remove isolation of HVAC system in areas where the work is being performed.

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Safety Staff Member

(date)

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Infection Control

(date)

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COTR / Construction Supervisor

(date)

**CLASS IV PROJECT = Major demolition and / or construction projects.**

Date of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

Location of Project / Brief Description:

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Name of Employee(s) conducting work:

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COTR, Resident or Project Engineer, Supervisor, or designated competent person

**PROCEDURES DURING PROJECT:**

1. Isolate HVAC system in area where work is being done to prevent

contamination of the duct system.

2. Complete all critical barriers (i.e. sheetrock, plywood, plastic), to seal the area from the non - work area or implement the control cube method (cart with plastic covering and sealed connection to the work site with HEPA vacuum for vacuuming prior to exit) before construction begins.
3. Maintain negative air pressure within the work site utilizing HEPA equipped air filtration units.
4. Contain construction waste before transport in tightly covered containers.
5. Seal holes, pipes, conduits, and punctures appropriately.
6. Construct an anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving the work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.
7. Complete the daily infection control inspection log for projects lasting more than one day and report any deviations to Infection Control.

**PROCEDURES UPON PROJECT COMPLETION:**

1. Do not remove barriers from work area until completed project is inspected by the owner's Safety and Infection Control Sections and thoroughly cleaned by the owner's Environmental Management Service.
2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.
3. Contain construction waste before transport in tightly covered containers.
4. Cover transport receptacles or carts. Tape covering unless solid lid.
5. Vacuum the work area with HEPA filtered vacuums.
6. Wet mop area with disinfectant.
7. Remove isolation of HVAC system in areas where the work is being performed.

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Safety Staff Member

(date)

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Infection Control

(date)

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COTR / Construction Supervisor (date)

**EXTERNAL DEMOLITION AND DIRT EXCAVATION INFECTION CONTROL NOTIFICATION**

Date of Project: \_\_\_\_\_ Project Number: \_\_\_\_\_

Location of Project / Brief Description:

\_\_\_\_\_

Name of Employee(s) conducting work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COTR, Resident or Project Engineer, Supervisor, or designated competent person

Check Items to be Addressed During the Project in the Table Below:

Item	(√)	Recommendation
Demolition site		Shroud the site if possible to reduce environmental contamination.
Adjacent air intakes		Seal off affected intakes if possible or relocate intake if funds permit.
HVAC system		Consult with the facility engineer about pressure differentials and air recirculation options. Keep facility's indoor air pressure positive relative to the outside.
Filters		Ensure that filters are properly installed. Change pre-filters frequently to prevent dust build-up on high efficiency filters.
Windows		Sealed and caulked to prevent entry of airborne fungal spores.
Doors		Keep closed as much as possible. Do not prop doors open. Seal and caulk unused doors (not emergency exits). Use tacky mats at entrances.
Water pipes		Note water pipe location relative to construction area to prevent intrusion of dust into water systems.
Rooftops		Avoid rooftops during active demolition/construction.
Dust generation		Mist the area with water to minimize dust.
Immune compromised patients		Check likelihood of immune compromised patients being close to construction area. Reroute patient/pedestrian traffic so as to avoid outside areas close to these sites. Use walkways protected from demolition / construction sites.
Truck traffic		Reroute if possible or arrange for frequent street cleaning
Education/awareness		Encourage reporting of incidents associated with construction.

\_\_\_\_\_  
Safety Staff Member (date)

\_\_\_\_\_  
Infection Control (date)

\_\_\_\_\_  
COTR / Construction Supervisor (date)

### DAILY INFECTION CONTROL INSPECTION LOG

Project Number \_\_\_\_\_ Project Class \_\_\_\_\_ Date \_\_\_\_\_

Follow all provisions listed that apply to the Project Class in the list below:

Class I, II, III, IV		Comments
1. Methods in place to minimize dust generation.		
2. Appropriate signage on doors to construction area.		

3. Appropriate debris transport - covered cart, dedicated elevator, dedicated route.		
4. Area cleaned at end of day. Trash to designated area.		
5. No visible signs of mice, insects, birds or other vermin.		
6. Roof protection in place for projects on roof.		
7. Displaced ceiling tiles are readily replaced.		
8. Traffic pattern discourages patient exposure.		
9. Water disruptions, if needed, are scheduled during low activity		
<b><u>Class II</u></b>		
10. Fire-rated plastic barrier encloses work area with 2-ft overlapping flaps for access.		
11. Surfaces water-misted to control dust while cutting and/or HEPA vacuum power tool used.		
12. Unused doors sealed with duct tape.		
<b><u>Class II, III, IV</u></b>		
13. Air vents blocked off and sealed.		
14. Dust mat at work area entrance and exit. Cleaned or changed routinely.		
15. Floors not showing visible tracked dirt outside construction area.		
16. HVAC system for this area is sealed or isolated		
<b><u>Class III, IV</u></b>		
17. Barrier is solid. Critical barriers to seal area in place before beginning work.		
18. Negative air pressure maintained with HEPA equipped units.		
19. Waste contained in tightly covered containers.		
20. Transport carts sealed with tape if not a solid lid.		
<b><u>Class IV</u></b>		
21. Patients relocated away from construction area.		
22. HVAC system for this area is isolated.		
23. Holes, pipes, conduits and punctures are sealed appropriately.		
24. Anteroom present and all personnel are required to pass through and be vacuumed with HEPA vacuum prior to leaving site or they wear coveralls that are removed each time they leave site.		
25. Barriers in place until final inspection by Safety Office and Infection Control and cleaning by Housekeeping		

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**Inspector Signature**